

	<p align="center"><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)</p>
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ORIGINAL BY REGD. POST.

<b>SUPPLY / PURCHASE ORDER</b>	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only.
Ref #: BCCL/ PUR/ 111004/Aluminium cable/11-12/134/127	Dt. 06-10-2012

To  
M/s Netco Cable Industries (Pvt.) Ltd.  
B-11/1, Okhla Industrial Area,  
Phase-II,  
New Delhi-110020

Registered Post  
FAX-011- 41708082  
Vender Code : 1/01/M/S/002

Sub: This office Tender No. BCCL/ PUR/ 111004/Aluminium cable/11-12/134,  
opened on 26.03.2012

Ref: Your Offer No. SKJ/DHN/Netco/BCCL/3.3/11 KVA lu Cable/E-Tender 11-12/3+2/01  
Dated 23-03-2012 & subsequent correspondence on the above subject.

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 : “ ALUMINIUM CABLE “**

*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 :*

Sl	Description	Qty.	Basic Rate/Mtr.	Value (Rs.)
1	3.3 KV Aluminium cable (3 core x 70 sq mm)	8750 Mtr	333.00	29,13,750.00
2	3.3 KV Aluminium cable (3 core x 120 sq mm)	4250 Mtr	526.00	22,35,500.00
	Sub Total			<b>51,49,250.00</b>
	ED @ 12.36%			6,36,447.30
	CST @ 2% against Form "C"			1,15,713.95
	Sub Total			<b>59,01,411.25</b>
	Freight charges for Item SL no 1 @ Rs.9.13/Mtr			79,887.50
	Freight charges for Item SL no 2 @ Rs.14.03/Mtr			59,627.50
	TOTAL LANDED VALUE (Rs.)			<b>60,40,926.25</b>
	CMPDIL Inspection Charge @ 0.8% of F.O.R. Destination value(Rs.)			48,327.41
	Service Tax on CMPDIL Inspection charge @ 12.36 % (Rs.)			5973.27
	GRAND TOTAL LANDED VALUE (Rs.)			60,95,226.93
	Round Off (Rs)			<b>60,95,227.00</b>

**(Rupees Sixty Lakh Ninety Five Thousand Two hundred Twenty Seven only)**

Detailed Technical specification will be as per Annexure “A” at Page- 7 )

**2. TOTAL ORDER VALUE** : The total procurement value of 3.3 KV Aluminium Cable comes out to **Rs. 60,95,227.00 (Rs. Rupees Sixty Lakh Ninety five Thousand Two hundred Twenty Seven only)** on F.O.R. Destination basis inclusive of all taxes & duties and inspection charges with service tax payable to CMPDIL.

**3. PRICE**- Firm and FOR Destination.

**4. E.D. & Cess** – Payable Extra as applicable within delivery schedule at actual on documentary evidence, Present rate of E.D. & Cess is 12.36 % .

**5. CST**: Payable Extra as applicable within delivery schedule at actual on documentary evidence, Present rate of CST is @ 2% .

**6. PAYMENT TERM**:- 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.

**7. PACKING & FORWARDING CHARGE**: Nil .

**8. FREIGHT** :- Maximum as indicated for item wise separately above

**9. INSURANCE CHARGES** : Nil.

**10. 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 .*

**11. ROAD PERMIT** : Road permit , if required , may be obtained directly from the consignee under intimation to this office .

**12. DELIVERY PERIOD** : 50% quantity of each size within three months and rest 50% quantity of each size 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 on your account.

<b>13. Consignee:</b>	<b>14. Paying Authority</b>
The Depot Officer, Central Stores, Ekra, B.C.C.L.	The General Manager (Fin)MM , Purchase Finance, Koyla Bhawan, B.C.C.L. , Dhanbad

**15. 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, 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) .

THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE		
	<i><b>SUPPLIER</b></i>	<i><b>CONSIGNEE</b></i>
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 Netco Cable Industries(P) Ltd.
Name of the Bank.	Oriental Bank of Commerce
Name of the Branch with complete address.	89,Hemkund Chamber, Nehru Place, New Delhi
Party's Account Style.	Netco Cable Industries (P) Ltd.
Party's nature of Account.	Cash Credit
Party's Account Number.	02174010000030

**16. GUARANTEE /WARRANTY** : The supplier shall 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, 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.

**17. 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”.

**18. SECURITY DEPOSIT**: Waived as being NSIC registered.

**19. 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 12.36%, 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.

**20. PERFORMANCE BANK GUARANTEE** – PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

**21. PENALTY FOR FAILURE TO SUPPLY IN TIME**

The bidders will confirm their acceptance of the following **Liquidated Damage Clause:**

In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

- a) To recover from the successful bidder as agreed liquidated damages, a sum of 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to **10% (Ten Percent)** and where felt necessary by BCCL it may be increased up to 15 %.
- b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or

d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) above except in case of force majeure condition.

e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable. The successful tenderer shall pay to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.

f) To forfeit the security deposit fully or in part.

**22. PRICE FALL CLAUSE :**

i) The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

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.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	BC &FC No. & dt.
BCCL/CGM (E&M)/F-Central Indent (Elect)/2010-11/09, Dated:- 21.01.2011	BC No BCCL/C&B/CAP/12-13/P&M/HQ/121 /105/255eBC dated:28.09.2012 of Rs.2,04,99,481.00 FC No: 95dated:07.02.12 28.09.2012 of Rs.2,04,99,481.00

**Copy to:**

1. Depot Officer, Ekra Central Stores.
2. G.M.(Fin)(MM), MM Division, 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. CGM(MM)/GM(MM), CCL / WCL/ SECL / MCL / ECL.
7. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
8. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake,  
Kolkata – 700 064
9. MasterFile/Office Copy

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

Manager(Excvn.)(MM)

Chief Manager (MM)

**ANNEXURE-“A”****(A) TECHNICAL SPECIFICATION OF 3.3 KV AL. CABLE.**

<b>Sl.#</b>	<b>Description of articles.</b>	<b>Qty. (Mtrs.)</b>
1	PVCDWA <b>3.3 KV</b> Grade Cable with Aluminum Conductor, PVC insulated sheathed overall confirming BIS 1554 (Part-II)/1988 latest amended if any, ISI marked of following size:\	
	1. <b>3 Core X 70 sq.mm</b>	<b>8750 Mtrs.</b>
	2. <b>3 Core X 120 sq.mm</b>	<b>4250 Mtrs</b>

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

- 1) Manufacturer Routine test certificate.
- 2) An attested copy of currently valid BIS license 1554 (Part-II) /1988.

## **FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

**(On Non-Judicial Stamp Paper of Rs.250)**

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 called the supplier in connection with supply of ..... hereinafter called the “said Contract” to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the security deposit 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 ..... Bank Limited 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 ..... Bank Limited 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 ..... Bank Limited 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 postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and 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 ..... Bank Limited 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.

Dated .....day of .....  
For ..... Bank Limited.

Signature of the authorized person  
For and on behalf of the Bank



**FORMAT OF PERFORMANCE BANK GUARANTEE**  
**(On Non-Judicial Stamp Paper of Rs.250)**

1. Messers ----- a company having its office at -----  
 -----hereinafter called the Seller has entered into a Contract  
 No.-----dt.----- (hereinafter called the said Contract) with Bharat  
 Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the  
 said Contract.

It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be  
 made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee  
 for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by  
 the seller as security for the due and faithful performance of the terms of the said contract and against any loss  
 or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or  
 conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to  
 give the guarantee herein after contained.

2. We,----- Bank Ltd. do hereby undertake to pay the amounts due and payable under this  
 guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by  
 way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by  
 the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure  
 to perform the said contract. Any such demand made 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 seller  
 has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or  
 legal proceeding is pending between purchase and the seller regarding the claim. However , our liability under  
 this guarantee shall be restricted to an amount not exceeding -----.

3. We,----- Bank Ltd., further agree that the guarantee herein contained shall come  
 into force from the date hereof and shall remain in full force and effect during the period that would be  
 taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of  
 the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase  
 certified that the terms and conditions of the said contract have been fully and properly carried out by the  
 said seller and accordingly discharged the guarantee .Unless a demand or claim under this guarantee is  
 made on us in writing on or before the ----- ( date to be given-----months from the date of  
 Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty without  
 our consent and without affecting in any manner no obligations hereunder to vary any of the terms and  
 conditions of the said contract or to extend time of performance by the said seller(s) from time to time or  
 to postpone for any time or from time to time any of the powers exercisable by the purchaser , against the  
 said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we  
 shall not be relived from our liability by reason or any such variation or extension being granted to the said  
 seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the  
 purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties  
 would be for this provision have effect of an 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 this purchaser the said sum of ----- or such lesser sum as may  
 than be due the purchaser and as the purchaser may demand.

5. We ,----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except  
 with the previous consent of the purchaser , in writing.

6. 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.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the  
 Contractor.

Date----- Day of -----20

For ----- Bank Limited

Signature of the authorised person  
 for and on behalf of the Bank