

	BHARAT COKING COAL LIMITED (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)
SUPPLY / PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

ORIGINAL BY REGD. POST.

Ref. No: PUR/53/Explosive Accessories/Cast Booster(Emulsion)12-13/IEL/190 Dt: 08.01.2013

To ,

M/S Indian Explosives Limited,
10A Lee Road, ,
Kolkata-700 020.

VENDER CODE : 829194
1/22/D/T/001
Fax-033-22892973

Sub: This Office Tender No.

BCCL/PUR/53/Explosive Accessories/Cast Booster(Emulsion)12-13/**LTE/68**
Dated 04.10.2012 . Opened on 29/10/12 (Off-line) 30/10/12 (on-line)

Ref.: Your Offer No. IEL/BCCL/SNS/LTE/2012-13/001 Dt. 17/10/2012 &
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: Cast BOOSTER [EMULSION]

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

Sl	Description	Qty.	Basic Unit Rate/MT	Value (Rs.)
1	Cast Booster (Emulsion) as per Technical specification of NIT	5 MT	146500.00	732500.00
	E.D. & Cess @ 12.36%			90537.00
	Sub Total			823037.00
	VAT @ 14%			115225.18
	Total Landed Value			938262.18

[Technical Details will be as per Annexure “A “enclosed.]

2. TOTAL ORDER VALUE: The total order value will be Rs. 9,38,262.18 (Rupees Nine

Lakh Thirty Eight Thousand Two Hundred Sixty Two and Paise Eighteen) only
on F.O.R. Destination basis.

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

4. VAT. : Will be paid at actual. However, the offered rate indicated above.

5. Packing, Forwarding & Insurance Charges: Inclusive.

6. Freight Charges: Will be paid at actual, limited to amount indicated above

(Contd. Page-2)

-- 2 --

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:**Details of Delivery:**

- 1.1 Delivery should be commenced from the first day of monthly allocation to be issued from the office of the CGM(Co-ordn), BCCL HQ and total supply to be completed within 3 months from the date of issue of supply order .
- 1.2 The dispatch of the product to be indicated in allocation letter should be effected only after receipt of proper indent in Form RE-11 from the respective users of Areas/Mines of BCCL . The explosive/accessories should be supplied only with the valid approval of the statutory authorities like DGMS , CCOE etc. wherever it is mandatory .
- 1.3 Monthly allocation will be issued by BCCL,HQ every month . The supplier is liable to supply any quantity of any item to any Areas/Mines of BCCL as per allocation made by BCCL,HQ according to delivery period specified .
- 1.4 The monthly allocation shall be issued by the BCCL HQ latest by the last week of preceding month. The supply should be completed within the month for which allocation is issued; failing which liquidated damages shall be applicable as stipulated in the NIT.
- 1.5 It would be mandatory for the RC holder to maintain 90 % delivery performance during the order period . In case the delivery performance for the supplier falls below 90%, BCCL reserve the right to purchase the balance allocated quantity for that item from other allocated supplier on 'Risk Purchase' basis.

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 B.C.C.L., to be intimated by the office of CGM(Co-ordination), BCCL	The General Manager(F) (MM) , MM Division , 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 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 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 “ .

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 in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.

(Contd. Page-4)

-- 4 --

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 .

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 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 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.

(Contd. Page-5)

-- 5 --

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 store 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.

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 .

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

(A.K. Choudhary)
Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	Budget Certification & Financial Concurrence Ref.
1	Nil Dt. Nil	BCCL/PUR FIN/Explosives/RB 12-13 / Explosive/ BC & FC No. 1527 Dated 08/01/2013 for Rs. 9,38,263.00 given by the Office of GM(F)(MM)

Copy to:

1. Depot Officer, All colly stores , BCCL
2. GM(F)(MM), MM DIV, Koyla Bhawan.
3. CGM(Co-ordination), BCCL , Koyla Bhawan.
4. All Area GMs . BCCL
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.
6. GM(MM), CIL/ECL/CCL/MCL/NCL/SECL/WCL/CMPDIL
7. Special Cell , CMPDILtd. , Kanke Road , Ranchi

Copy for kind information to IEM

Justice Ashok Kumar Chakraborty (Retd),
BB-69, Sector I Salt Lake, Kolkata – 700 064
Annexure – “ A “

SCOPE FOR SUPPLY :

1 . Cast Booster (Emulsion) : 5 (Five) MT

SPECIFICATION OF CAST BOOSTER (EMULSION)

Sl.	Parameter	Accepted limit
1.	Physical condition	Good
2.	Velocity of detonation (m/sec)	4700 – 5700 m/s
3.	Density (gm/cc)	1.15-1.25gm/cc
4.	Cap sensitivity	Pass
5.	Water resistance	Excellent
6.	Pallet Size/grammage	100 gms

Technical section

Bidder shall indicate the item/s offered by him along with brand name/s.

Bidders offering approved items listed in the NIT have to confirm that offered items have not been delisted by CMPDIL or any subsidiary of CIL or PESO.

Offer qty

The offer qty of each item offered by the bidder must be indicated separately against this tender .

The offer qty for each item shall not be less than 60% of the latest annual PESO license capacity (as on tender opening date) failing which the offer shall be liable for rejection. **If 60% of annual PESO license capacity or offer quantity is more than tender quantity, then the offer shall be restricted to tender quantity.**

For group of items like explosives, detonators, etc if the PESO license does not indicate the item wise break up of license capacity, the total offer qty of such group of items shall not be less than 60% of the latest annual PESO License capacity *or* not exceeding total tender qty.

In case separate PESO licence is available for any of the detonators, comparison of offer qty with PESO licence capacity for that particular detonator shall be made separately without adding with other type of detonators.

For Cast booster bidder should confirm that they would supply in 50 gm/100gm/250 gm/ 500 gm package as per requirement of the user.

PESO license

Item-wise details of PESO license i.e. license number; date, validity period, license capacity etc shall be indicated by the bidders.

In case a particular PESO licence covers a group of items, each item of the group shall be indicated against that particular licence.

Notarized copy (scanned PDF) of the valid license of PESO shall be submitted along with offer.

If the PESO licence is not valid on the date of tender opening, copy of application submitted for revalidation of license, duly receipted by PESO (Nagpur/regional office) shall be submitted along with offer.

Offers without PESO license (valid/applied for revalidation) shall not be accepted.

ISO Certificate

ISO certificate number, date and validity period shall be indicated by the bidders.

A notarized copy (scanned PDF) of valid ISO certificate shall be submitted along with the offer.

Firms not having valid ISO certification will be disqualified.

DGMS approval

The bidder shall furnish item wise list of DGMS approvals indicating therein the approval no, date, validity period and the degree of gassiness for which approval has been accorded.

Notarized copy (scanned PDF) of DGMS approvals shall be enclosed with offer.

For CED, DGMS approval for the degree-3 mine shall be required, failing which the offer for these items shall not be considered.

Technical specifications

Bidder shall furnish technical specifications of offered items as below,

Cast Booster (emulsion) - Brand name, velocity of detonation (VOD) (unconfined), density, cap sensitivity, Water resistance

All information shall be furnished in tabular form separately for each item .

Details of acceptable technical specification are listed in NIT under a separate annexure titled 'Random test and Delivery performance' and offers for items not meeting acceptable technical limits shall not be considered.

Testing facilities

The bidder shall confirm that essential equipments required for testing of explosives and accessories (**tendered items**) as detailed below are possessed and maintained by them for the required purpose. If a bidder does not confirm the same, the offer shall not be accepted.

Sl	Particulars
1	Facility for testing of quality parameters like Velocity of Detonation (VOD), Density, Cap Sensitivity.
2	Facility for testing of raw materials like Oxidizer and Fuels.

The details of equipment required for the above are listed below,
Facility for testing of quality parameter

Sl.	Particulars
1	Safety room for field testing of explosives
2	Suitable pit with safety zone for testing
3	Suitable equipment for density measurement
4	Aluminium plate/Plastic plate(as per BIS norms for VOD testing)
5	Exploder with cable
6	Cap sensitivity testing facility
7	High pressure (water resistance test) vessel
8	Facility for drop test (for detonators)

Raw materials testing for quality control

Sl.	Particulars
1	Equipment for titration
2	PH meter
3	Digital capacitance meter
4	Viscometer
5	Dean & stark distillation apparatus
6	Mantle heater
7	Hygrometer
8	Hydrometer
9	Water bath
10	Digital thermometer
11	Water distillation unit
12	Sieves of various Meshes
13	Chemical balance
14	Various chemical reagent

The above equipments must be available all the time in the explosive factories. In the event of surprise checking by BCCL or any agencies of BCCL, if there is a deviation from the above confirmed by bidder, then the Contract shall be short closed and necessary penal action shall be taken by BCCL

Random Testing

BCCL /CMPDIL/CMRI/PESO will conduct random testing of the explosives & its accessories supplied and in case the tendered limit of the technical parameters cannot be achieved from explosives supplied from time to time, the supply order of Explosives Cartridges & accessories placed on a supplier may be cancelled. The testing charges will be borne by the suppliers. BCCL shall submit the random test results time to time of the suppliers to HOD (Prod), BCCL/CIL for consolidating the same and updating their record of individuals firms performance. Monitoring of optimum blast design provided by the supplier shall also be done by HOD(Prodn),BCCL/ CIL.

The Random Testing would be done drawing samples from the supply of explosives by a team consisting of a representative of BCCL and a representative from the Regional Institute of CMPDIL or CMRI or PESO. The test will be undertaken by CMPDIL or CMRI or PESO to check the above technical parameters. The testing charges will be borne by the suppliers.

In all cases of random sampling of explosives and accessories, the number of samples to be tested for a particular supplier shall not be less than 2 samples irrespective of prevailing practice being followed.

The supplier has to get their items checked on random basis through the facility already introduced in the BCCL or through any other subsidiary where this system has already been introduced. The random checking will be liability of the suppliers to be done on the advice of the subsidiaries concerned.

Sample quantity of random testing

Cast Booster: The number of samples to be tested should not be less than two samples per quarter for a particular supplier.

10. Performance & Penalty:

Review of the product performance shall be made on the basis of fragmentation /muck pilling costs per CuM and capacity improvement achieved for the total system. In the event of your item not providing satisfactory results, penalty will be imposed by way of Price Reduction/Quantity Reduction/Withdrawal of these items.

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 item (explosive or accessories) is responsible for the failure, final deduction will be made accordingly.

Technical service

Whenever a manufacturer supplies any explosives / accessories (*tendered items*) item for the first time to a subsidiary, CMPDIL test and trial report of that item shall be presented to the CGM/GM (Prodn) of the subsidiary co. before the explosives and accessories (*tendered items*) are used in any colliery and the manufacturer's representative shall be available for advice.

At least one technical representative shall be posted in each subsidiary.

The technical representative of a supplier shall report to user within 48 hours of call (letter/fax/mail/ SMS) and failure to reach the caller within 48 hours shall attract a penalty of Rs 15,000/-. Calls shall also be endorsed to CGM / GM in charge of the explosives at subsidiary headquarter level who will finally decide on imposition of penalty.

The manufacturer shall give technical expertise in designing the pattern of blast holes to improve the blasting efficiency depending upon the requisition by the subsidiary.

Whenever there is a special problem like vibration and noise near any structure or dwelling, technical representative from the manufacturer shall immediately attend to them and solve the problem jointly with the mine representative.

Half yearly workshop/training shall be conducted by the suppliers to explain the technical details of their item as well as to make the people understand and implement the uses of the explosives and accessories (*tendered items*) for safe and efficient operation and for improvement of blasting efficiency.

Quarterly technical service report shall be submitted by the supplier to the concerned subsidiary companies.

The manufacturer of all kinds of detonators/non electric detonators shall follow a system by which the electrical continuity, resistance testing & other tests shall be ensured by them and they shall give a certificate accordingly, in addition to the conditions to be complied with, in reference to the permission being accorded to the respective manufacturers by DGMS/PESO.

The bidder shall give item wise list of users, other than CIL, of their offered items during the period 2011-12.

The suppliers must also ensure compliance of all relevant statutory requirements under Mines Act 1952 & CMR 1957.

Approved product list of cartridge explosives and accessories in CIL

Emulsion Cast booster (100/200/250/500 gms)

Sl	Manufacturer	Brand name
1	GOCL	Emulboost
2	IEL	Power Gel Boost
3	Solar	Solarcast-E
4	SUA	SUA Boost
5	PEL	Safex-3

Random test and Delivery performance

Group-I - Test Results of Random Sampling (Full Marks – 60).

1.1 Cast Booster (CB)-emulsion

Sl.	Parameter	Accepted limit for Emulsion based Cast booster	Marks
1.	Physical condition	Good/Poor	
2.	Velocity of detonation (m/sec)	<4800 >4800	0 30
3.	Density (gm/cc)	1.15-1.25	15
4.	Cap sensitivity	Pass / Fail	9
5.	Water resistance	Pass / Fail	6
	Total		60

The methodology for allotment of marks for the above tests will be as follows:-

Sl.	Parameter	Limit of parameters of Emulsion CB	Marks
1.	Velocity of detonation (m/sec)	a. <4800 b. >4800	“0” 30
2.	Density (gm/cc)	1.15—1.25	15 (If the results are within this limit). If the results are outside these limit for every 0.01 gm/cc outside these range, 5 marks will be deducted.
3.	Cap sensitivity	a. If pass b. If fail	9 “0”
4.,	Water resistance	a. If pass b. If fail	6 “0”

The technical parameters mentioned under Group-I (Test Results for Random Sampling) shall also be treated as the acceptable technical specification for technical evaluation of offered items.