

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

ORIGINAL BY REGD. POST

Ref. No: BCCL/PUR/530000/Explosive Accessories/EDD/32

Date: 22.05.2013

To ,

M/S Gulf Oil Corporation Limited,  
Kukatpally, Post Bag No. 1,  
Sanath Nagar (IE),  
P.O.:Hyderabad – 500 018 ( A.P. )

VENDER CODE: 1/12/M/T/050

Fax-040-3700747

Sub: This Office Tender No.: BCCL/PUR/530000/Explosive Accessories /  
Electronic Delay Detonator/LTE/07 Date: 29.04.2013 opened on  
15.05.2013 (Off-line) 17.05.2013 (On-line)

Ref: Your Offer No. GOCL/ADS/BCCL/e-DET/001 Dt. 06.05.2013

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: ELECTRONIC DELAY DETONATORS

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

S. No.	Description	Qty. (Nos)	Basic Rate/ Unit (Rs)	Extended Value (Rs)
1	Electronic Delay Detonator, Classification-Class 6, Division 3, Length of wire of Electronic Detonators- 9/15 Mtrs each as per requisition of consignee	200	1032.00	2,06,400.00
	E.D. & Cess @ 12.36%			25,512.00
	Sub Total			2,31,912.00
	CST @ 2%			4,638.00
	Total Landed Value			2,36,550.00

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

2. TOTAL ORDER VALUE: The total order value will be Rs. 2,36,550.00 ( Rupees Two Lakh Thirty Six Thousand Five Hundred Fifty ) 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. CST : Will be paid against issuance of form 'C' by consignee. Offered rate indicated above.
5. PACKING & FORWARDING INSURANCE CHARGES: Inclusive.
6. FREIGHT & INSURANCE CHARGES: Inclusive.
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**: Within 03 (three) days of issuing purchase order on FOR destination basis as per requisition by the consignee in form RE-11.  
*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 Lodhna Area, 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 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 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 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 .

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.
- 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	Indent No. Nil Dt. 24/04/2013 of Lodna Area I.R. No. 113034 Dtd. 29.04.13	B.C. No. BCCL/H.Q./Pur/Fin/Explosives/2013-14/161 Dtd. 27.04.13 for Rs 2,30,000 & B.C. No 285 dtd 20.05.2013 for Rs 6,550.00  FC No. : BCCL/PUR/FIN/BC/FC/CM(F)MM/2013-14/Explosive/(161&285) dated 21.05.2013

Copy to:

1. Area General Manager, Lodhna Area, BCCL
2. GM(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. GM(MM), CIL/ECL/CCL/MCL/NCL/SECL/WCL/CMPDIL
7. Special Cell, CMPDILtd. , Kanke Road , Ranchi
8. Copy for kind information to IEM: Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata – 700 064

Chief Manager (MM)

**Annexure – “A”****Detailed Technical Specification of Electronic Detonators**

**Quantity Required: 200 Nos of EDD**

**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- 9/15 Mtrs each as per requisition of consignee.

**2. Delivery Schedule:** Within 03(three) days of issuing purchase order on FOR destination basis as per requisition by the consignee in form RE-11.

**3. 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.