

**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)

**ORIGINAL BY REGD. POST.****SUPPLY/PURCHASE ORDER**Under jurisdiction of Dhanbad Court and  
Jharkhand High Court only.

Ref.No. Pur/530000/Haulage Rope/ 11-12/Usha/142

Dated 26.09.2011

**To ,**M/s. Usha Martin Limited  
2A, Shakespeare Sarani,  
Kolkata-700 071VENDER CODE : 829187  
1/22/M/G/009  
FAX NO.033-2282 9029,

Sub. : This Office Tender no:

BCCL/Pur/ 530000/ Adv. Action/Haulage Ropes/11-12/73;  
Opened on 15/09/11Ref: Your Offer no. : WR/CA/373/11-12 Dt. 14 / 09 / 11 &  
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 :      HAULAGE ROPES***The detailed description along with specification / size of the items , Qty. to be supplied , Unit  
Rate and Extended Value will be as under :*

SN	Description	Qty. (Mtrs)	Unit Basic Rate in Rs/KM	Extended Value ( Rs.)
	Haulage Rope of sizes as per specification at page 5			
1	19 mm	49256	64647.06	3184255.59
2	22 mm	95408	86282.02	8231994.96
3	25 mm	6725	112929.43	759450.42
				12175700.97
	Ex. Duty & Cess @ 10.30%			1254097.20
	Sub Total			13429798.17
	VAT @ 5 %			671489.91
	Total Landed Value			14101288.08

**2. TOTAL ORDER VALUE :** The total material value will be Rs. 1,41,01,288.08 ((Rupees  
One Crore Forty One Lakh One Thousand Two Hundred Eighty Eight and  
Paise Eight) only on F.O.R. Destination basis .**3. Excise Duty & CESS :** Will be paid at actual on submission of documentary evidence .  
However , offered rate indicated above .

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4. VAT : VAT will be paid as applicable . However , present indicated above .

5. Packing & Forwarding 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 .

8. Road Permit : Not required .

9. Delivery Period : Supply to commence within 60 days or earlier from the date of receipt of order and to be supplied @ 50-60 KM (assorted sizes )per month thereafter .

However , keeping in view of our extreme urgency, earliest delivery will be highly appreciated.

[ Delivery period will be reckoned from 10<sup>th</sup> day from the date 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 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 and other documents as per order .

( Note – All documents to be submitted shall be duly authenticated )

**Bank Details :**

Name of Bank : State Bank Of India , Bank More , Katras Road , Dhanbad

Account Style/Nature : Current Account / C.M.P.

Account No. : 020100

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 within 07 days from the date of receipt of report and replace the materials within 21 days free of cost. ( Refer Annex.'A')

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. Performance Bank Guarantee – Not Required .

16. 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. 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.

17. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative .

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.

**IMPORTANT**

**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 and*
- *Service tax payable thereon.*

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.

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

### **TECHNICAL SPECIFICATION**

Un-galvanised, Round Strand Steel Haulage Rope, 6 x 7 Construction , Basic Grade Preformed , FMC, Lay-RHL, TS 100/110 Tons/Sq. Inch (1570N/MM<sup>2</sup>), Conforming to IS – 1856 (latest) with Fibre Main Core as per IS – 1804 (latest), ISI marked .

#### **SP.NOTE :**

- 1 . Test Certificate of the ropes , for routine tests shall be submitted along with each reel , as per IS : 1856 ( latest )**
- 2 . Haulage Rope 19 mm dia. & 22 mm dia ,will be supplied in the drum length of 2000 Mtrs. each , however the last reel of each sizes may contain balance quantity.  
Haulage rope 25 mm dia. will be supplied in the drum length of 1500 Mtrs. or more .**

### **INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	Budget Certification no. & dt.
M.B.(11-12) Dt.21/05/11 I.R. no. 111105(11-12) Dated 18/08/ 11	BCCL / HQ / PUR-FIN / RB 11-12 / Other Stores ( UG ) /13 Dt. 26/09/11 for Rs. 1,41,01,288.08

Copy to:

1. Depot Officer, Ekra Central Stores, BCCL
2. GM(F)(MM), MM DIV, Koyla Bhawan.
3. CGM(E&M.), Koyla Bhawan.
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.
7. CGM(MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL

Copy for kind information to IEM  
Shree D. BANDOPADHYAY, IAS (RETD),  
SECTOR-III , SALT LAKE,  
KOLKATA-700016

Chief Manager (MM)