



EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
A Govt of India Undertaking

OFFICE OF THE GENERAL MANAGER(MM)
MM DEPTT. SANCTORIA,
P.O. DISHERGARH-713333,
DIST: B U R D W A N,
WEST BENGAL

GRAM: EASTCOAL-DISHERGARH
FAX: 0341-2522061 / 2520459
WBST REGN.NO: 19741701-125
VAT Regn.No.19741701-028
CST REGN. No: 1941701-222

PURCHASE ORDER

Purchase Order No.: 05864001(40)

Dated: 03.04.2014

=/REGISTERED WITH A.D/=

To:

M/s. JINDAL (INDIA) LIMITED,
LMJ CHAMBER, (2nd FLOOR),
15-C, HEMANTA BASU SARANI,
KOLKATA – 700001

Fax no: 033 – 2248 - 1059

e-mail id: jil@cal2.vsnl.net.in / sgoswami@jindalindia.com

Sub: - Purchase Order for supply of different sizes of MS ERW Black Pipe

- Ref: i) Our tender No: ECL/PUR/61311097/E/MS ERW Black Pipe/089, due on: 30.10.2013.
ii) Our Subsequent Correspondences resting with last e-mail dated 13.02.2014.
iii) Your offer against the above e-tender and subsequent letters resting with the last letter no: JIL/ECL/13-14/708, dated 31.12.2013

Dear Sir,

Please arrange to supply the following materials as per terms and conditions mentioned below and printed Annexure enclosed:-

Brief Description of material - "JINDAL" Brand ISI marked Mild Steel continuously welded ERW Black pipe confirming to IS: 1239(part-I) 2004 with latest amendments if any threaded at both ends to IS: 544. One end fitted with socket and other end with a plastic protection ring in random length of 4 to 7 Mtrs. Minimum wall thickness shall be 4.0 mm for 80 mm, 4.5 mm for 100 mm & 5.4 mm for 150 mm Nominal diameter pipe size. **No negative Tolerance in case of wall thickness will be acceptable:**

	ISI Marked Mild steel continuously welded ERW Black Pipe	Ordered Qty (Mtrs)	Rate (Basic per Mtr.) Rs	Extended Amt(Rs)	Extended price (Rs)
i.	80 mm (Medium duty) Material Code: 18020412	6,500	323.00		20,99,500.00
ii	100 mm (Medium duty) Material Code: 18040282	12,000	473.00		56,76,000.00
iii	150 mm (Heavy Duty) Material Code: 18020262	40,200	822.00		3,30,44,400.00
	Total Basic				4,08,19,900.00
	ED & E.Cess @ 12.36%				50,45,339.64
	VAT @ 5%				22,93,261.98
	Packing & Forwarding Charges: included in basic.				
	Freight Charges	Total Qty	Per Mtr Rate (Rs)		
	80 mm (Medium duty)	6,500	6.93	45,045.00	
	100 mm (Medium duty)	12,000	9.97	1,19,640.00	
	150 mm (Heavy Duty)	40,200	17.22	6,92,244.00	8,56,929.00
	Transit Insurance Charges: to be covered by the firm.				
	Other Charges : NIL				
	Total Landed				4,90,15,430.62

(TOTAL LANDED VALUE: RUPEES FOUR CRORE NINETY LAKHS FIFTEEN THOUSAND FOUR HUNDRED THIRTY AND PAISE SIXTY TWO ONLY)

Detailed technical Specifications, conditions, and scope of supply shall be as per Annexure – I attached.

=/SPECIAL NOTES/=

1. **Prices:** The above prices are on F.O.R. Destination basis, inclusive of Packing & Forwarding charges and will remain FIRM till execution of order.
2. **Excise Duty & Education Cess:** Shall be payable extra as legally leviable against documentary evidence. The rate inclusive of CESS indicated by you in the offer is 12.36% and the same has been shown in calculation of the landed price. However, in case the rate of ED has been reduced statutorily, the reduced rate of ED shall be applicable. The component of VAT shall accordingly, get reduced. You shall have to provide all information as below to enable ECL to avail CENVAT. You shall also give a certificate from auditors to the effect that refund / credit on Excise duty, if any, obtained shall be passed on to the buyer.

The following additional information should be incorporated in your Invoice as per Central Excise Act so that ECL may avail CENVAT Credit under Rule 11 (2) of Central Excise Rules:-

1. Name of Cosignor:
2. Address of Consignor:
3. Centralized Central Excise Registration No.of Consignor:
4. Address of Corporate Office:
5. Central Excise Division:
6. Central Excise Range:
7. Commissionerate:
8. TIN NO. & VAT NO.
9. Name & Address of the Consignee:
10. Central Excise Registration No.of Consignee:
11. Central Excise Range, Division and Commissionerate of Consignee:
12. Description and Classification of goods:
13. Time and Date of Removal:
14. Mode of Transport and Vehicle Reg. No/ RR No.:
15. Rate of Duty:
16. Qty and Value of Goods:
17. Excise duty, Primary Edu. Cess & HS Edu.Cess: (to be indicated separately):
18. Invoice should be in Triplicate (i.e. Original for buyers, Duplicate for Transporter and Triplicate for consignor/Assessee)

Informations relating to ECL to be incorporated by supplier in their invoices:-

1. Centralized Central Excise Registration No.of ECL :: AAACE7590EEM001.
2. Address of Corporate Office: Office of CMD, Eastern Coalfields Limited, Sanctoria, PO: Disergarh-713333
3. Central Excise Division: Asansol II, Senraleigh Road, Asansol – 713305
4. Central Excise Range: Kulti, X-10 South Road, Burnpur -713325
5. Commissionerate: Bolpur (West Bengal)
6. TIN NO. & VAT NO: 19741701222 & 19741701208
7. Centralized Service Tax Registration No. of ECL: AAACE 7590EST007

3. **Sales Tax / VAT:** VAT will be payable extra as legally leviable. The rate of VAT indicated by you in your offer is 5%.
4. **Transit Risk Insurance:** Shall be covered by you at your risk and cost.
5. **Freight charges:** Shall be payable extra at actuals subject to a maximum per meter rate as follows, for safe delivery of the consignment:
 - (i) For 80 mm @ Rs 6.93 (Rupees Six and Paise Ninety Three Only) per Meter.
 - (ii) For 100 mm @ Rs 9.97 (Rupees Nine and Paise Ninety Seven Only) per Meter.
 - (iii) For 150 mm @ Rs 17.22 (Rupees Seventeen and Paise Twenty Two Only) per Meter.
6. **Delivery:** Should commence within 45 (Fourty Five) days from the date of issue of Purchase order and to be completed within next 04 (four) months @ 25% (approx.) of the ordered quantity.

7. **Test certificate:** Manufacturer's test certificate along with Guarantee /warranty certificate and self authenticated valid ISI marking license copy duly attested by Notary Public should be provided along with the supply.
8. **Paying Authority:** General Manager (F) I/C, ECL, HQ. PO: Disergarh, Dist. Burdwan (W/B).
9. **Consignee:** Dy. General Manager (MM), Sodepur Central Stores – Eastern Coalfields Limited, At: Neamatpur – Dishergarh Route (Asansol), PO: Sundarchak -713360, Dist: Burdwan, West Bengal.

NOTE FOR CONSIGNEE: Please send SR Notes, Challan, Inspection Note and 3 (three) copies of bills (Including the original) and any other requisite documents, to the Paying Authority.

Except under specific instructions, delivery to stores is restricted up to 3.00 PM on all working days except Saturdays.

10. **Terms of Payment:** 100% payment shall be released within 21 days from the date of receipt and acceptance of materials or submission of bills whichever is later.

Payee details:

1.	Name of the Payee in Block Letter	JINDAL (INDIA) LIMITED
2.	Address	2/1, AHMED MAMUJI STREET, LILUAH, HOWRAH - 711204
3.	Bank Account No. of Payee	0300008700004424
4.	Name of Bank	PUNJAB NATIONAL BANK
5.	Name of Branch and Branch Code	268/2, G.T. ROAD, LILUAH, HOWRAH – 711204; BRANCH CODE: 030000
6.	Pan Card No. of Payee	AAACJ2054J
7.	Indian Financial Service code (IFS Code)	PUNB0030000

11. **Inspection:** Final Inspection shall be carried out at Consignee's end upon receipt of the materials by the Authorized representative of GM (E&M) HOD, ECL HQ. The item found defective or not in accordance with the supply order/specification will be rejected. It will be the responsibility of the supplier to collect the rejected stores & replace the same within the stipulated time. The replaced material shall cover the Guarantee / Warranty as per the original material.
12. **Guarantee/Warranty:** The materials must have guarantee/warranty for 12 months from the date of installation or 18 months from the date of receipt and acceptance of materials whichever is earlier against any manufacturing defect/bad workmanship.
13. General terms and conditions for supply of stores (Annexure – III) which was also attached with NIT/ tender documents provided to you are an integral part of this purchase order.
14. Separate bills (**5 copies**) shall be submitted to the Consignee along with the consignment and challan along with other requisite documents for each consignment and B.C. No. of this order should be indicated in each bill.
15. Please quote purchase order number and date in all your correspondences.
16. One copy of Dispatch document of each consignment should invariably be forwarded to the undersigned.

17. **Price fall clause:** The prices charged for the stores to be supplied under this supply/purchase order by your unit shall in no event exceed the lowest price at which you sell the stores or offer to sell the store of identical description to any customer during the tenure of this supply order. If any time during the said period you reduce the sale price sell or offer to sell such stores to any customer at a price lower than the ordered price, you shall forthwith notify such reduction of sale or offer to sale to us to enable us to amend the rates of the order and stores supplied after the date coming into force on such reduction or sale shall stand correspondingly reduced.
18. **Price Certificate:** You should submit a certificate along-with each 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. Dep't. /Under taking/Subsidiary of CIL. If the materials are sold at any lower rate than mentioned herein to any other agency, the same will automatically be applied to this contract from the date".
19. **Dispatch Instruction:** Materials duly packed and insured are to be delivered by the road transport consigned to the above stores on freight paid basis.
20. **Security Deposit:** You shall have to deposit security money in the form of Bank Guarantee in our prescribed format or in the form of Bank Draft of any Scheduled/Nationalized Bank payable at Asansol drawn in favour of "Eastern Coalfields Limited" for 10% (ten percent) of the ordered landed value without having any ceiling. The Bank Guarantee should be kept valid till execution of the order complete in all respects but minimum validity should be for 6 months. Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and /or contractual failure, the security money shall be forfeited. Two weeks time shall be given to you to furnish the security deposit. In case, you fail to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings with you.
21. **L D Clause:** Delivery quoted by you shall be taken as essence of the contract. In case of failure ECL reserves the right to any or all the following:-
- To recover from the successful tenderer as agreed, liquidated damage @ ½%(half percent) of the price of any stores, which the successful tenderer has not been able to supply for each week or part of week during which the delivery of such store may be in arrears, limit to 10% (ten percent), where felt necessary. The limit of 10% (ten percent) can be increased 15%. **OR**
 - To Purchase elsewhere, after due notice to the successful tenderer on their account & at the risk of the defaulting supplier, the stores not supplied or other materials of a similar without canceling the supply order in respect of the consignment not yet due for supply. **OR**
 - To extend the delivery period with or without penalty, as may be considered fit & proper .The penalty imposed shall not be more than the agreed liquidated damage referred to clause (a) above. **OR**
 - To Cancel the supply order or a portion thereof if ECL decide to Purchase the stores at the risk and cost of defaulting supplier & also.
 - To forfeit the security /earnest money or invoke the Bank Guarantee received. **OR**
 - Wherever under this contract any sum of money is recoverable from or payable to the supplier. ECL shall be entitled to recover such sum due 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 cover full amount recoverable, the successful tenderer shall have to pay to ECL on its demand. The successful tenderer shall however, not be entitled to any gain on any such purchase.
22. **Dispute:** In case of any dispute, the decision of GM (MM)/(PUR), ECL shall be final and binding on you.
23. The court of Asansol only will have Jurisdiction to deal with or decide any legal matter of dispute whatsoever arising out of this contract.
24. **Integrity Pact:** The Integrity pact signed and submitted by you along with your offer against this tender shall be remain valid and applicable against this contract.

Duplicate copy of this order, duly signed, should be returned to this office within 10 (ten) days as a token of acceptance of this order and in case the same is not received as above, it will be presumed that you have accepted the order.

Encl:

- 1) Annexure – I - Detailed Technical Specifications.
- 2) Annexure –II - Format for "Guarantee Bond for Security"
- 3) Annexure –III - General Terms & conditions for supply of Stores.

**Yours faithfully,
For and on behalf of ECL**

(D. Kumar)
Sr. Manager (Pur)

(K. Kumar)
Chief Manager (Pur) I

Cc to: CVO/ GM(MM)(PUR) /GM(MM)(Stores) /CM(P) I/ CM (P) III - ECL HQ.

Cc to: GM (E&M)/HOD- This refers to his Indent No. ECL/CMD/E&M/Indent/13-14/16 dated 04.07.2013 forwarded under noting sheet no ECL/E&M/ERW Black Pipe/07 dated 04.07.2013, Indent no JNR:E&M:09—10:112 dated 09.01.2010 forwarded under note sheet no: CGM:JNR: E&M: 09-10: 626 dated 11.01.2010 & SLN/E&M/C/12-13/54 dated 21.8.2012 forwarded under note sheet no:SLN/E&M/453 dated 03.01.2012

Cc to: GM(F) I/C /CM(Fin- Bills) ECL HQ- This issues with approval of competent authority against (i) **BC No:** CB/EM/P&M/14-15/05 dated 01.04.2014 for Rs 4,38,41,222.62 (Rupees Four Crore Thirty Eight Lakhs Fourty One Thousand Two Hundred Twenty Two and Paise Sixty Two Only) and (ii) **BC No:** CB/Jhanjra PRJ/14-15/05, dated 01.04.2014 for Rs 51,74,210.00 (Rupees Fifty One Lakhs Seventy Four Thousand Two Hundred Ten Only)

Cc to: CM(Fin-MM) ECL, MM Deptt., ECL HQ. **FC No:** D(F)/ERW Pipe/14-15/01 dated 02.04.2014 for Rs 4,90,15,432.62 (Rupees Four Crore Ninety Lakh Fifteen Thousand Four Hundred Thirty Two and Paise Sixty Two Only)

Cc to: Progress Cell ECL HQ – This has refers to IC No: 61311097 dated 05.09.2013

Cc to: Dy. GM(MM), Sodepur Central Stores, ECL, PO: Sundarchak -713360 Dist: Burdwan, West Bengal.

Cc to: Asstt. Commissioner, Commercial Taxes, Central Section, 14, Beliaghata Road, Kolkata-700015

Cc to: CGM (MM) – BCCL / CCL / MCL / NCL / WCL / SECL.

Cc to: IEM of the Integrity Pact:

Sl. No.	Name	Address
1.	Shri Sujit Shankar Chattopadhyay, IAS (Retd)	CK- 205, Sector –I Salt Lake , Kolkata- 700091

Sr. Manager (Pur)

Chief Manager (Pur) I

ANNEXURE – I**DETAILED TECHNICAL SPECIFICATION OF DIFERENT SIZES OF MS ERW BLACK PIPE**

(i)	ISI Marked Mild Steel continuously welded ERW Black Pipe conforming to IS: 1239 (Part - I) 2004 with latest amendments if any threaded at both ends to IS: 554. One end fitted with socket and other end with a plastic protection ring in random length of 4 to 7 Mtrs. Minimum wall thickness shall be 4.0mm for 80 mm, 4.5 mm for 100mm & 5.4mm for 150 mm Nominal diameter pipe size. No negative tolerance in case of wall thickness will be acceptable.				
(ii)	The pipe shall be suitable to withstand hydraulic test pressure up to 50 kg/sq.cm.				
	Sl. No.	Nominal Diameter	Duty	Minimum Wall thickness(mm)	Quantity (Mtrs.)
	1	80mm	(Medium Duty)	4	6500
	2	100 mm	(Medium Duty)	4.5	12000
	3	150 mm	(Heavy Duty)	5.4	40200
(iii)	Make of pipe and process of manufacture – Make 'JINDAL' within Map of India ERW Process.				
(iv)	Nominal Diameter (mm) - 80mm, 100mm, 150mm				
(v)	Wall thickness (mm) - 80mm NB = 4.0mm thick (min); 100 mm NB = 4.5 mm thick (min); 150 mm NB = 5.4 mm thick (min).				
(vi)	Weight of pipes per meter (Kg/Mtr.) – 80mm NB = 8.53 Kg/ Mtr.; 100 mm NB= 12.50Kg/Mtr.; 150 mm NB = 21.90 Kg/Mtr.				
(vii)	Maximum working pressure and test pressure (Kg/Sq.mm) – 50 Kg/Sq.mm.				
(viii)	Your distinctive identification mark/symbol shall be clearly embossed /punched /engraved on each and every pipe.				
(ix)	Notarized copy of valid BIS License should be submitted along with supply failing which pipe will be rejected.				
(x)	No negative tolerance in case of wall thickness will be acceptable.				

(D. Kumar)
Sr. Manager (Pur)

(K. Kumar)
Chief Manager (Pur) I

Annexure -II**Guarantee Bond for Security**

In consideration of M/s Eastern Coalfields Ltd. (A subsidiary of Coal India Ltd.), Sanctoria, P.O. Dishergarh, Dist. Burdwan (hereinafter called "The Company") having agreed to exempt M/s _____ (Name and address of Contractor(s) (hereinafter called "the said contractor(s)")) from the demand, under the terms and conditions of an Agreement / Order no. _____ dated _____ made between the company and the said contractor(s) for _____ (insert the job description of the agreement/order) (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs _____ (Rupees _____ only) we _____ (indicate the name of the Bank with Address) (hereinafter referred to as "the Bank") at the request of the contractor(s) do hereby undertake to pay the Company an amount not exceeding Rs _____ against any loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree with the Company that the Company 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 Agreement or to extend time of performance by the said contractor(s) from time to time, or to postpone for any time or from time to time any of the powers exercisable by the Company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor(s) 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 Company the said sum of Rs _____ or such lesser sum as may then be due to the Company and the Company may demand.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. The Bank has under its constitution power to give this guarantee and Mr. _____ (Designation) who has signed it on behalf of the Bank has authority to do so.

8. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ Day of _____

Signature of the Authorised Person
For and on behalf of the Bank