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|  | <p><u>(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)</u> <u>Bharat Coking Coal Limited</u> (A Subsidiary of Coal India Limited) (A GOVT. OF INDIA UNDERTAKING) 6, Lyons Range, 4th Floor, Purchase division, Kolkata-700001 (West Bengal) OFFICE OF THE CHIEF MANAGER (MM) Phone No. 033-22304975; Fax No. 033-22304928 Web-site No: www.bccl.gov.in</p> |
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SUPPLY / PURCHASE ORDER

**Under jurisdiction of Dhanbad Court
and Jharkhand High Court only.**

Ref no: KOL/72/UB-SUB/MS.Electrodes/2012/64

Date: 09.03.2012

M/s. Varun Electrodes Pvt.Ltd,
H-56, Industrial Area,
Panipat -132103.
Contact Person: Mr V.K.Kapoor
Contact No: 07838555181

FAX No: 0180-2680265/66

Sub: Supply of MS.Electrodes.

Ref: BCCL Tender No: Kol/72/UB-SUB /MS.Electrode/MB/ADVT/11-12/67

Opened on 20.01.2012 & your offer No.VEPL/DL/2011/264 dt.09.01.2012

read along with subsequent correspondences and your last Letter No :
VEPL/DL/11/920 dt. 28.02.2012.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby
place **PURCHASE ORDER** on you for supply of MS.Electrode as per IS:
814/1991 with ISI marked at the following price, terms and Conditions:

1. SCOPE OF SUPPLY

| Item | Qty.in Nos. | Rate/ Per No.in Rs. | Basic Value in Rs. |
|---|----------------|------------------------|---|
| 1.MS.Electrodes conforming to IS: 814/1991 as per specification with ISI Marked, in the following sizes: - Brand- "PRIMA 6013" , Make: Own make. a) Size: M.S.Electrode:3.15 MM x350MM. Excise Duty @ 10.3% - CST @2% against Form 'C'- Plus Freight @Rs.0.11 poise each- Inspection charges @0.8% on basic - Service Tax @10.3% on Inspection charges - | 60075 | 1.73 | 103929.75 10704.76 2292.69 6608.25 908.28 101.79 <u>124625.52</u> |
| | | TOTAL: - | |

(Rupees Twelve lakhs Four thousand Six hundred Twenty Five & poise Fifty Two only)

TERMS & CONDITIONS:

1. **Payment Terms:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.

2. **Prices:** FIRM and FOR destination except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.

3. **Excise Duty:** Extra as applicable at the time of supply, presently @10.3%. Excise duty will be paid on production of documentary evidence i.e. cenvatable invoice in favour of BCCL as per details enclosed at Annexure-'A'.

4. **Central Sales Tax:** CST extra as applicable at the time of supply against C Form. Presently @2%.

3. **DELIVERY SCHEDULE:** -- 40% quantity (assorted size) to be supplied within 2(Two) months or earlier from the date of receipt of order. 40% to be supplied within next 2 months or earlier. Balance 20% to be completed within 1(One) month thereafter. Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Any increase in the rate of taxes & duties beyond delivery period will be to your account.

4. **Security Money:** - Exempted as registered with NSIC.

5. **Inspection** – Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @0.8% on FOR destination price and Service Tax @10.3% on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials.

6. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

7. 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 the purchaser.

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 successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has 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 the successful tenderer on the account and at the risk of the defaulting supplier 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 the risk and cost of the defaulting supplier 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 the supplier, 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 to the successful tenderer 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, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

8. 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 Bhavan, 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.

9 Submission of Bills-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 delivery challan in original, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, fitment/Test certificate if required, Copy of valid BIS license, 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 relevant documents, as per order.

No payment will be made without submission of security deposit, if covered in order.

10. Guarantee /Warranty – Materials supplied should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of material 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 30 days free of cost.

11. **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 “

12 **Packing** - Consignment shall be supplied in suitable standard proper packing as under:

| Sl. No | Description & Size | No. of Electrodes In a Packet | No. of Packet in a box |
|--------|----------------------------|-------------------------------|------------------------|
| 01. | MS.Electrode: 3.15mmx350mm | 143 ± 1 | 04 |

Remaining quantity in fractions may be supplied in packet and the quantity should be indicated on the cover of the packets.

13 **Force Majeure Clauses –**

If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

14. **Consignee** – Depot Officer, Ekra Central Stores. P.O: - Bansjora, Block-II Area, BCCL, Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

15. **Paying Authority-** Sr.Manager (F) I/C, BCCL, KOLKATA.

16 ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

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

Chief Manager (MM), Kol.

MATERIAL CODE NUMBER:

| Sl.No | Size | Material Code No. |
|-------|------------------------------|-------------------|
| 01. | M.S.Electrode-3.15mm x 350mm | 94081010042 |

INDENT REFERENCE:

| Sr.No | Indent no. and Date | Budget Certification no. & dt. | Indenting Authority |
|-------|-------------------------------|--|----------------------|
| 1 | MB/06/11-12 dt. 21.05.2011 | BCCL/BC/Rev/Other Stores/11-12/MS.Electrode/21 dt. 5.3.2012 for Rs.24,35,492.84 | GM(MM)S, Dhanbad. |

Copy to:

1. CGM (E&M),BCCL,Koyla Bhavan,Dhanbad.
2. GM (MM) PUR, BCCL, Koyla Bhavan, Dhanbad.
3. GM(MM)Stores,BCCL,Koyla Bhavan,Dhanbad..
4. Sr.Manager (F)/I/C, BCCL, Kolkata.
5. Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
6. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
7. GM (E&M) Inspection, CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand.
7. Master File/Office Copy.

ANNEXURE-‘A’

Details in respect of both the supplier as well as the Consignee to be incorporated in the Invoice for getting input credit for VAT as well as CENVAT:

(A) CONSIGNEE DETAILS:

1. VAT TIN NO. - 20821500736
2. CST No. – KT-254(C)
3. Circle/Sub-circle where it is registered - Katras Circle, Katras.
4. S.S.I. Regd. No, if any
5. Service Tax Regd. No.,if any
6. Central Excise Duty Regd. No. - aaacb7934MEM007
7. Central Excise Range (code) - Dhanbad Code - 02
8. Central Excise Division (code) - Dhanbad Code - 02
9. Central Excise Commissionerate (code) – Ranchi Code - 87

5(Five) copies of Invoices are to be submitted by the supplier (Two copies for Area Finance to be retained by the Central Stores/Regional Stores and to be forwarded to AFM for Tax purposes, One copy for Central/Regional Stores, one for Fund Section and one Office Copy for MM-Finance).

The 1st copy of CENVAT Invoice must be affixed with “ORIGINAL FOR BUYER” meant for concerned Area Finance Manager for availing CENVAT Credit.

(B) VENDOR DETAILS: (TO BE FILLED IN BY VENDOR).