

	<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/Multipurpose Industrial Cleaner/SWS/2012/66 Dt: 23.03.2012

M/s. Berkeley Petrochemicals Pvt.Ltd,
 B-53, Gate No:4, Okhla Industrial Area,
 Phase-I, New Delhi-110020.
Contact Person: Mr.Sudhir Kumar
Contact No:011-40570320-23.

BY REGISTERED POST

(New Vendor Code: 1/01/D/T/021)
(Old Vendor Code: 906886)

Sub: Supply of Multipurpose Industrial Cleaner.

Ref: BCCL Tender No: KOL/72/UB-SUB /Multipurpose Industrial Cleaner/ SWS/
 32/Advt/2011/51 Opened on 27.07.2011 & your offer No.BPPL/11-12/275 dt.
 13.07.2011 read along with subsequent correspondences and your last
 Letter No:BPPL/11-12/514 dt.7.11.2011.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby
 place **PURCHASE ORDER** on you for supply of Multipurpose Industrial
 Cleaner at the following price, terms and Conditions:

1.SCOPE OF SUPPLY

Item	Qty.in Ltrs.	Rate/ Per Ltr in Rs.	Basic Value in Rs.
1.Multipurpose Industrial Cleaner (Chemically conforming ISO 14000/18000 & USDA Certified A 1 and bio- degradable cleaner. Material Code No: 92030990102	208.20	1316.00	273991.20
Excise Duty - CST @2% against Form 'C'- Packing & Forwarding charges @Rs.26.32 per Ltr -			Not applicable 5479.82 5479.82 <u>284950.84</u>
		TOTAL: -	

(Rupees Two lakhs Eighty four thousand Nine hundred Fifty & poise Eighty
Four 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:** Not applicable.

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

3. **DELIVERY SCHEDULE:** --All the items should be supplied within 120 days or earlier from the date of receipt of order.

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:** - You are requested to furnish a sum of Rs.28495.00 by way of Demand Draft payable at Kolkata or through a Bank Guarantee of any schedule Bank drawn in favour of "BHARAT COKING COAL LIMITED" as Security Deposit within 15days which will be refunded after satisfactory completion of the order. No payment shall be made without submission of Security Deposit..

5. **Inspection** –Final Inspection at Consignee's end.

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. a) Guarantee for quality – The firm should give a guarantee for proper quality of supplied item. The firm will have to submit test certificate from the authorized agency that the item is conforming the quality as per ISO 14000/18000 & USDA Certified A-1 and bio-degradable cleaner.

b) Warranty: The item should carry a warranty of 12 months from date of delivery in respect of manufacturer's proper design, quality and workmanship.

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 per NIT.

13. **After Sales Service:** The firm should provide the after sales services to the end user as and when required.

14 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.

15. **Consignee** – Depot Officer, Regional Stores, Jealgora, BCCL, Dhanbad.

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

17. 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.

INDENT REFERENCE:

Sr.No	Indent no. and Date	Fund Certification no. & dt.	Indenting Authority
1	BCCL/EXC/SWS/INDENT/32 Dt.18.10.2010	BCCL/P&P/Sr.M/Rev/FC/SWS/80/22 dt. 6.3.2012 for Rs.284950.84	GM(Excv),SWS, Dhanbad.

Copy to:

1. GM (EXCV), 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, Jealgora, BCCL, Dhanbad.
6. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
7. Master File/Office Copy.

