

	<p>(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY) Bharat Coking Coal Limited (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/ Grinding Wheel/812067(12-13)/41

Date: 26.03.2013

**M/s.Genuine Trade Centre,
109, Netaji Subhas Road,
Kolkata –700001.**

BY REGISTERED POST

Contact Person: Sri Rajib Jhunjunwala
Contact Number: 09433219512

(Old Vendor Code No: 629037)
(New Vendor Code No: 1/03/M/X/160)

Sub: Supply of Green Silicon Carbide Vitrified Bond Grinding Wheel.
Ref: BCCL Tender No: Kol/72/ Grinding Wheel/812067(12-13)/10
Opened on 29.09.2012 and your offer No.GTC/BCCL/
/G.Wheel/12-13 dt.24.09.2012 read along with subsequent
correspondences and your last letter dated 08.01.2013.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place
PURCHASE ORDER on you for supply of Grinding Wheel (**Material Code: 94078010202 & 94078010226**) at the following price, terms and conditions:
1.SCOPE OF SUPPLY

Sl no.	Item	Qty. (Nos)	Basic Rate (in Rs.)	Basic Value
1.	1. Green Silicon Carbide Vitrified Bond Grinding Wheel conforming to IS: 2324 (Latest) . Size: 200 x 40 x 19.05mm(with Plastic Bush) Grit: 120, Type-7 for Smooth. Make : “GRINDWELL NORTON”	854	549.00	Rs. 468846.00
	2. Green Silicon Carbide Vitrified Bond Grinding Wheel conforming to IS: 2324 (Latest) . Size: 200 x 40 x 19.05mm(with Plastic Bush) Grit: 60, Type-7 for Rough. Make : “GRINDWELL NORTON”	471	549.00	Rs. 258579.00 Rs. 727425.00
	CST @2% against Form ‘C’ - Excise duty @Rs.50.00 each for both sizes- Total:-			Inclusive Inclusive Rs. 727425.00

(Rupees Seven Lakh Twenty Seven thousand Four hundred Twenty Five 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:** Inclusive @Rs.50/- each for both sizes. However the firm will have to submit Excise paid Invoice/Gate Pass of their Principal i.e. M/s. Grindwell Norton Ltd, with consignee details of BCCL i.e. of Central Stores, Ekra for the ED amount charged, to avail CENVAT Credit. Cenvatable invoice in favour of BCCL as per details enclosed at Annexure-‘B’.
4. **Central Sales Tax:** CST inclusive against form ‘C’ as applicable at the time of supply. Presently @2% .
5. **DELIVERY SCHEDULE:** -50% quantity of both sizes to be supplied within 2(Two) months or earlier from the date of receipt of order and balance 50% quantity within 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.
6. **Security Money:** - You are requested to furnish a sum of Rs.72743.00 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 per Appendix-III enclosed) as Security Deposit within **15days** which will be refunded after satisfactory completion of the order, otherwise order shall be cancelled and your performance shall be kept recorded for future dealings with you. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited.
7. **Inspection** –Final Inspection at consignee’s end.
8. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.
9. **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.

10. 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.

11 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, documentary evidence of Excise duty payment, Price Certificate, Security deposit and other relevant documents, as per order.

12. 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.

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 **Packing** - Consignment shall be supplied in suitable standard proper packing as per NIT.

15 Force Majeure Clauses –

If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract/ Supply Order, the Contract/Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

16. **MODE OF DESPATCH**: The consignment should be dispatched by road transport on freight paid basis under intimation to the consignee as well as to this office.

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

18. **Paying Authority**- Chief Manager (F), BCCL,Kolkata.

19. **MODE OF DESPATCH**: The consignment should be dispatched by road transport on freight paid basis under intimation to the consignee as well as to this office.

20. **Place of Dispatch:** Kolkata.

21. **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	Budget Certification no. & dt.	Indenting Authority
1	MB/07(B)/2012-13 dtd.21.06.2012	BCCL/BC/Rev/Other Stores/12-13/Grinding Wheel/27 dtd.26.03.2013 for Rs.727425.00 against earlier BC No:BCCL/BC/Rev/Other Stores/12-13/Grinding Wheel/13 dt.9.8.2012 for Rs.992425.00	CGM (E&M), Kayla Bhavan, Dhanbad.

Copy to:

1. GM (MM) PUR/GM(MM)S, BCCL, Koyla Bhavan, Dhanbad.
2. CGM (E&M), BCCL, Koyla Bhavan, Dhanbad.
3. Chief Manager (F), BCCL, Kolkata.
4. Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
5. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
6. M/s. Grindwell Norton Ltd,23, Ganesh Chandra Avenue,Kolkata-700013.
7. Master File/Office Copy.

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).