


<b>Bharat Coking Coal Limited</b> A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN :U10101JH1972GOI000918	 Coal India	Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: <a href="http://www.bccl.gov.in">www.bccl.gov.in</a>
<b>Purchase order</b>		Under jurisdiction of Dhanbad Court and Jharkhand High Court

Supply order: BCCL/PUR/ 316157/HP/17-18/07/45

Date: 09.10.2017

To,  
M/s MINESOURCE INDIA PVT. LTD.,  
13C, Jabakusum House,(2<sup>nd</sup> Floor)  
34, CHITTA RANJAN AVENUE, 2<sup>nd</sup> FLOOR  
KOLKATA-700012

By Regd post

(Vendor Code: I/12/D/T/226)  
(PAN No : AADCM3464E )

Dear Sirs,

**Sub: Supply of HP Cartridge No.CF 280 A**

Ref: 1.Our Open domestic tender no. BCCL/PUR/ 316157/HP/17-18/07 dated 21.04.2017 in coal India portal

2. Our Tender ID no. 2017\_BCCL\_67708\_1

3. Your offer vide Bid no. 198852 on coalindia portal and subsequent correspondence.

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of HP Cartridge No.CF 280 A at following price, terms and conditions and as per general terms and conditions of NIT.

SI No	Item Description		In Rs.
1	HP Cartridge No.CF 280 A	Unit Basic rate	Rs. 4,995.71
		Quantity in nos.	601
		Extended value	Rs.30,02,421.71
		GST @ 28%	8,40,678.08
		Landed Total Price	38,43,100.00

(Rupees Thirty Eight Lakhs Forty Three Thousand One hundred Only)

Contd P/2

To Sri Madem  
His name sheet  
may be attached  
with the PO.

18/10/17  
Am(MA)

Kindly provide  
the format  
for vigilance  
send.

Sri, S. Pandey Am(MA)  
18/10/17

Sri Madem  
May kindly check  
your mail from  
Technical cell.  
18/10/17  
Am(MA)

enclos.

Narayan  
09/10/17

h  
09/10

---2---

1. PRICE: FIRM and FOR destination basis inclusive of packing, forwarding, freight and insurance charges.
2. GST :GST shall be Payable extra at actuals as applicable within the stipulated delivery schedule. Present rate of GST is @ 28%. The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit. You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit. You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier. The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL. E-Way bill, if required, shall be arranged by you. (NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account)
3. PAYMENT TERMS: 100% payment shall be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of bills by the consignee whichever is later.
4. DELIVERY PERIOD: First 301 nos will be supplied within four weeks. The rest 300 nos. will be supplied within four months. The delivery period shall be reckoned from 10th day of issue of order.
5. SECURITY DEPOSIT: You shall submit security money for 10% of the value of the contract (including Taxes, duties, and other charges upto the FOR Destination prices) ie for Rs 3,84,310.00 (Rupees Three Lakhs Eighty Four Thousand Three Hundred Ten Only) in the form of Bank Draft /Bank Guarantee (format enclosed) 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. Your EMD shall be returned on submission of confirmed security deposit.
6. PAYING AUTHORITY: HOD(Pay)/I/C Pay, Koyla Bhawan, Dhanbad.
7. CONSIGNEE: GM(System), BCCL HQ, Koyla Bhawan, Dhanbad
8. INSPECTION: The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
  - ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
  - iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

*Am*  
*7/10*

*Nar*  
*09/10/17*

Contd.P/3

iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

Final Inspection at destination site shall be arranged by the consignee within one week from the date of receipt of the material. Supplier's technical representative must be available at the time of inspection.

**Inspection:** The final inspection of the item will be done at the end of consignee. The quality assurance will be given by OEM.

**NOTE :** You will ensure safe & sound delivery of stores at consignee's end.

**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 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 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

Contd. P/4

*Nam*  
09/10/17

*Am*  
9/10

- 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. SUBMISSION OF BILL: Pre-receipted stamped original bill for 100% value in five copies along with, delivery challan in original, Guarantee/ Warranty certificate, and any other documents indicated elsewhere in the order should be submitted to the Paying Authority through Consignee only.

11. MANUFACTURER GUARANTEE / WARRANTY: Material shall be covered under standard manufacturer guaranty/ Warranty as per standard norms of company i.e. 12 months from the date of receipt and acceptance of material.

12. PACKING: Consignment shall be supplied in suitable standard proper packing.

13. FORCE MAJEURE CLAUSE: 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. PERFORMANCE BANK GUARANTEE: Not Applicable

15. LOWEST PRICE CERTIFICATE: You shall 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."

16. PRICE FALL CLAUSE -The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

All disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.

*[Signature]*  
09/10/17

*[Signature]*  
09/10/17

Contd.P/5

Supply order: BCCL/PUR/ 316157/HP/17-18/07/45

Date: 09.10.2017

---5---

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B:- This purchase order/ contract is issued with the approval of the Competent Authority.

This contract is concluded with the issuance of this order.

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and date	B C & F.C. No. with date
Indent No. NIL dated 08.11.2016 I.R. No:316157 dated 30.12.2016	BC SL no.2114 BCCL/REV/HOD(PAY)/I/C/FC/174, 18/2700/Printing & Stationery/1740 dated 09.10.2017 for RS.38,43,100.00

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

(Nadeem Khan)  
AM(MM)

(A.D.Santhish)  
Chief Manager(MM)

Copy to:

- 1.GM (System), BCCL, , Koyla Nagar
- 2.HOD(Pay) I/C, Koyla Bhawan
3. Prof(Dr) L.C.Singhi, IAS(Retd), L-31, Third Floor, Kailash Colony, New Delhi – 110048
- 4.MM(Tech Cell), MM Div, Koyla Bhawan
- 5.Master File/Office Copy

This issues with the concurrence and approval of the competent Authority.

AM(MM)

Chief Manager(MM)