

	BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)
SUPPLY/PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/112103/ELGI/12-13/174

Date:- 06.12.2012

To

M/s Suman Traders
Ramchand Motor Bldg,
Bastacolla, P.O.Dhansar
Dhanbad- 828 106
Ph:- 0326-2291068/2291318, Fax:- 0326- 2291319

Vendor Code: New- 1/13/M/G/099
Old- 935520

- i. This office STE No BCCL/PUR/112103/ELGI/12-13/49 due on 25.09.2012.
- ii. Your Offer no ST/ELGI/QTN/100 dated 14.09.2012 and subsequent correspondences on the above subject last being your last letter no ST/ELGI/QTN/ dated 26.10.2012

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of ELGI Air Lube Plus at the following price, terms and conditions:

SCOPE OF SUPPLY:-

Item Description	Qty	Offered Basic Rate	Extended Value
ELGI Air Lube Plus, Part No:- 00099805C	2100 ltrs	Rs 177.00 per litre	371700.00
VAT @ 14%		Rs 24.78	52038.00
P&F, Insurance & Other Charges		NIL	
Unit Landed		201.78	4,23,738.00

Total Contractual Value : The total contractual value will be Rs. 4,23,738.00 (Rupees Four Lakh Twenty Three Thousand Seven Hundred Thirty eight 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.

2. Bank Details:

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Suman Traders Ramchand Motor Bldg, Bastacolla, P.O.Dhansar Dhanbad- 828 106 Ph:- 0326-2291068 Fax:- 0326- 2291319
2	PARTICULARS OF BANK ACCOUNT:	

A. BANK NAME:	BANK OF BARODA
B. BRANCH NAME:(Including RTGS Code)	BANK MORE BRANCH, (BARB0DHANBA)
ADDRESS:	RAJHANS MANSION, BANK MORE DHANBAD, 0326- 2303188
C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	826012002
D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account
E.LEDGER NO./LEDGER FOLIO NUMBER:	
F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	00150400006329

3. PRICE : FIRM & On F.O.R. Destination basis

4.E.D. : Nil, If applicable will be borne by firm.

5.VAT : Will be paid extra at the rate applicable at the time of supply . Quoted rate indicated above.

6. CENVAT-Coal has become the excisable commodity with effect from March 2011.

In order to get CENVAT credit, the following information must be contained in the invoice issued by the supplier for Revenue and Capital goods:

- Serial number of the invoice ,
- Registration number,
- Address of the concerned central excise division,
- Name of the consignee,
- Description of the goods,
- Classification of the goods,
- Time and date of removal,
- Mode of the transport and vehicle registration,
- Rate of duty,
- Quantity and value of goods and
- Duty payable thereon.

Following information must be contained in the said document for availing CENVAT credit on input service.

- Serial number,
- Name, address and registration no. of person providing taxable services,
- Name and address of the person receiving taxable services,
- Description, classification and value of taxable services provided or to be provided and Service tax payable thereon.

THE DESIRED INFORMATION FOR RAISING CENVAT INVOICE

Depot Officer , Central Stores , Jealgora.

Address: Lodna Area- X, Khas Jeanagora, Dhanbad. Jharkhand-828115

TIN: 20801800089, JST No. : JH-14(R) : CST No. JH-8(C) ; Circle: Jharia circle, Dhanbad
Service Tax Registration No. AAACB7934MST 016.

Central Excise Duty Registration No. : AAACB7934MEM005.

Range: Sindri(Code 04); Division: Bokaro(Code 01); Commissioner ate : Ranchi(Code 87) .

7.Packing Forwarding , Freight & Insurance : NIL.

8.DELIVERY SCHEDULE:- Within 30 days.However , keeping in view of our urgency , earliest delivery will be appreciated . Delivery period to be reckoned from 10th day of placement of order .

NOTE : Safe arrival of materials shall be your responsibility.

9. Security Money:- You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft /Bank Guarantee 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.**

10.Inspection: Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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

12. 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.

13. 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.

14. Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, inspection certificate and other relevant documents as per supply order, etc should be submitted to the Paying Authority through Consignee only.

15. Guarantee /Warranty – Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance 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 21 days free of cost.

16.Packing: Consignment shall be supplied in suitable standard proper packing.

17. Force Majure 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.

18. Consignee – Depot Officer, Jealgora Central Stores., Lodna Area- X, Khas Jeanagora, Dhanbad, Jharkhand-828115

19. Paying Authority- GM(F) MM Div, Koyla Bhawan, Koyla Nagar, Dhanbad.

20. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

21. All disputes are subject to Dhanbad Court and Jharkhand High Court

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

(M.Mehta)
AM(MM)

(A.K.Choudhary)
CM (MM)

INDENT & BC/FC REFERENCE:-

Indent no. and Date	BC/FC Details.
Indent no- INDENT/LUBRICANTS/1 2-13/67 dated 16.07.2012	BC No:-i)BCCL HQ/Pur/Fin./Store Budget/Rev Budget/2012-13/Other Stores (OCP)/18 dt. 21.07.2012 for Rs. 3,95,010/- ii)BCCL HQ/Pur/Fin./Store Budget/Rev Budget/2012-13/Other Stores (OCP)/28 dt. 03.12.2012 for Rs 28,728/-
IR Ref No:- 112103 dated 04.08.2012	FC No:- BCCL/PURFIN/FC/10 for Rs 4,23,738/- dated 03.12.2012 /other stores (OCP)

Copy to:

1. Depot Officer, Jealgora Central Stores.
2. GM(F) MM Div, Koyla Bhawan.
3. GM(Excvn.) Level IV, Koyla Bhawan , Dhanbad
4. SM(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.
6. Shri Ashok Kumar Chakraborty, (Retd Judge), BB 69, Sector-I, Salt Lake, Kolkata- 700016

(M.Mehta)
AM(MM)

(A.K.Choudhary)
CM (MM)