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

**BY REGD.POST / SPEED POST**

Ref no: BCCL/PUR/570093/PBA/Pony Conveyor/10-11/185

Dt:-12.11.2011

**To**  
**M/s. D.D.Enterprises,**  
**Plot No. 109,Sector-B,**  
**Sirgitti Industrial Estate,**  
**Bilaspur(C.G.).**  
**FAX: 07752-261197/427885 Phone # 07752-650594**  
**Vendor Code: 1/21/M/S/011**

Sub:- This office Tender Enquiry No. BCCL/PUR/570093/PBA/Pony Conveyor/10-11/152 Opened on 04.05.2011

Ref:- Your Offer ref: DDE/BSP/2011-12/44 Dt. 29.04.2011 and subsequent correspondences on the above subject being your last letter no DDE/BSP/2011-12/44-A dated 04.08.2011

**Dear Sirs,**

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

**1.SCOPE OF SUPPLY:-**

| S/ N | Mat. Code | Description  | Qty.  | Unit Basic Rate | Extended Value |
|------|-----------|--|-------|-----------------|----------------|
| 1.   |           | Pony Conveyer Complete with FLP Electricals 800 mm wide X 150 Mtr long.Detailed Specification as per NIT | 1 Set | 17,54,300.00    | 17,54,300.00   |
|      |           | E.D. & Cess @ 10.30 %  |       |                 | 180692.90      |
|      |           | CST @ 2%   |       |                 | 38699.85       |
|      |           | Landed Rate on F.O.R. Destination basis  |       |                 | 1973692.75     |
|      |           | CMPDIL Inspection charge @ 0.80%   |       |                 | 15789.54       |
|      |           | Service Tax on Inspection charge @ 10.30%  |       |                 | 1626.32        |
|      |           |  |       |                 | 1991108.61     |

**Total Contractual Value** : The total contractual value will be Rs.19,91,108.61(Rupees Nineteen Lakh Ninety One Thousand One Hundred Eight & Paise Sixty one) only

**2. Technical Specification:- As per Annexure “A”**

**1. Payment Terms:** 100% within 21 days from the date of receipt and acceptance of the materials at site or within 21 days from the date of receipt of supplier’s Bills, whichever is later.

**2. Bank Details:**

|   |  |   |
|---|--|---|
| 1 | <b>VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER’S NAME &amp; ADDRESS:</b><br>(With Telephone No. & Fax No.)                                 | ANIL ARORA<br>Proprietor of<br>D.D.Enterprises, Plot No<br>109 D, Sector B, Sirgitti<br>Industrial Estate,<br><u>Bilaspur(C.G.)</u> . |
| 2 | <b>PARTICULARS OF BANK ACCOUNT:</b>  |   |
|   | <b>A. BANK NAME:</b>   | STATE BANK OF INDIA   |
|   | <b>B. BRANCH NAME:</b><br>(Including RTGS Code)  | MANENDRAGARH<br>SBIN0000425   |
|   | <b>ADDRESS:</b>  |   |
|   | <b>C. 9-DIGIT CODE NUMBER OF THE BANK &amp; BRANCH</b> (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI | MICR 497002006<br>BRANCH CODE 00425   |
|   | <b>D. ACCOUNT TYPE:</b><br>(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)  | Cash Credit   |
|   | <b>E.LEDGER NO./LEDGER FOLIO NUMBER:</b>   | -   |
|   | <b>F.ACCOUNT NUMBER (CORE BANKING) &amp; STYLE OF ACCOUNT</b><br>(As appearing on the Cheque Book)                                 | A/C No.10994826655<br>Cash Credit Account   |

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

**4. E.D.** : To be paid at rate applicable at the time of supply, against documentary evidence .  
Quoted rate indicated above .

**5. CST:**Extra @ 2% against ‘C’ form.

**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.

**7.Packing Forwarding , Freight & Insurance :Inclusive**

**9.DELIVERY SCHEDULE:-** Within 6 months from the date of receipt of order. However , earliest delivery will be appreciated .Delivery period to be reckoned from 10<sup>th</sup> day of placement of order .

**NOTE : Safe arrival of materials shall be your responsibility.**

**10. Performance Bank Guarantee** – PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

**11.Security Money:-**Not applicable being NSIC Registered Firm.

**12.Inspection** : Pre-dispatch inspection of each consignment shall be carried out by M/s.Central Mine Planning & Design Institute Ltd(CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated here under:

Pre-dispatch inspection shall be carried out by M/s.CMPDIL(the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows :

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 0.80% of total F.O.R. Destination price with service Tax of 10.30%, is to be paid to M/s.CMPDIL alongwith inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by you to M/s.CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional Office as indicated above Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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.

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

**14. 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.

**15. 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.

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

**17. Guarantee /Warranty –** The supply shall be covered by the maker’s standard guarantee as follows:

The supplier shall warrant that the equipment supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

(c) Shall have no defects arising out of design, materials or workmanship.

**The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.** In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

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

**19.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.

**20. Consignee** – Depot Officer, Ekra Central Stores.,P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

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

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

**22. 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.

( Muni Lall)  
AM(MM)

(A.K.Choudhary )  
CM (MM)

**INDENT REFERENCE**

| Indent no. and Date  | Budget Certification Details.   |
|--|---|
| Indent No:- A-PB/AM(E&M)/10/Cap.Ind./43<br>dated 16.03.2010<br>IR No:- 0093 dated 25.09.2010 | Project/Unit:- Existing, Code:-7615<br>Account No.Cap, Vide No:- P&M<br>BCCL/ C&B/BE/11-12/131 dated 10.11.11<br>Rs.19,91,108.61(Rupees Nineteen Lakh Ninety<br>One Thousand One Hundred Eight & Paise<br>Sixty one) only |

Copy to:

1. Depot Officer, Ekra Central Stores.
- 2., CGM(E&M), Koylabhawan , Dhanbad
3. GM ,PB Area
- .4 GM(F) MM Div, Koyla Bhawan.
4. CGM(E&M), CMPDIL,Gandhi Nagar, Kanke Road, Ranchi
5. SM(Tech Cell), MM Div,Koyla Bhawan.
6. Master File/Office Copy.
7. **Sri D. Bandopadhyay, IAS(Retd.), GD89,Sector-III,Salt Lake ,Kolkata – 700016**