

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

BY REGD.POST / SPEED POST

Ref No: BCCL/Pur/HQ/312111(D-1)/12-13/Brothers Cartridge/86/220 Dt 19-02-2013

To

**M/s Vareli Tecnac Private Limited,
14/1-B, Ezra street, World trade Centre,
9th Floor , Kolkata – 700001
1/12/D/S/032)**

Ph. – 0326 – 2307432
(Vendor Code –

Sub: Supply of Brother make Printer Cartridges for Brother make Laser printer Model HL-5240 against RC No BCCL/Pur/HQ/312111(D-1)/12-13/Brothers Cartridge/ RC/ 86/209

Dated 05-02-2013

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Brother make Printer Cartridges for Brother make Laser printer Model HL-5240 for EDP Deptt. against above Rate Contract at the following price, terms and conditions:

Scope Of Supply:

DESCRIPTION OF ITEMS	QTY. (No's)	Unit Basic Rate (Rs)	EXTENDED VALUE (RS)
Brother make Printer Cartridges for Brother make Laser printer Model HL-5240	150	4,600.00	6,90,000.00
JVAT @ 5%(Rs.)			34,500.00
UNIT LANDED VALUE(Rs)			7,24,500.00

(Rs. Seven Lakhs Twenty Four Thousand Five Hundred Only)

PRICES: The prices are Firm & FOR destination basis

EXCISE DUTY: Not applicable.

SUPPLIES & BILLING:- Shall be made from your Branch Office at Dhanbad, Jharkhand

VAT: Shall be payable extra @ 5% extra as indicated above applicable within stipulated delivery period, since supplies shall be made from your Dhanbad branch office.

DELIVERY PERIOD: within 4-6 weeks from date of date of issue of purchase order.

PAYMENT TERMS: 100 % payment shall be made within 21 days after receipt and acceptance of materials by the consignee or from the date of receipt of Bill by the consignee whichever is later.

PAYING AUTHORITY: CFM (Pay) I/C, Koyla Bhawan .

SECURITY MONEY: Submitted Against RC.

INSPECTION: Inspection shall be carried out at Consignee's end by GM (System) or his authorised representative.

TRANSIT INSURANCE: Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

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
- 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.

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 stipulation will not, however apply to exports by the supplier. A certificate to this effect shall be submitted by you along with each supply.

LOWEST 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 “

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

PARTICULARS OF BANK ACCOUNT		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Vareli Tecnac Private Limited, 14/1-B, Ezra street, World trade Centre, 9 th Floor , Kolkata – 700001
2	A. BANK NAME:	Corporation Bank
3	B. BRANCH NAME: (Including IFSC/RTGS Code)	Canning Street, Kolkata IFSC Code:- CORP0000151
4	C. ADDRESS:	Rampuria Market, II ND Floor, Canning Street, Kolkata - 700001
5	D. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	700017003
6	E. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
7	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	015100401110001 Vareli Tecnac Private Limited

GUARANTEE /WARRANTY: Manufacturer Guarantee/Warranty should be for a period of 12 months from the date of receipt and acceptance. Material shall be covered under guarantee/warranty of manufacturer and it should be free from any manufacturing defect . If any defect is found in the materials you will have to arrange for replacement of the same free of cost immediately within 30 days from the date of receipt of complaint

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

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.

CONSIGNEE: GM(System) , Koyla Bhawan .

DIRECT DEMANDING OFFICER : GM(MM)Pur, Koyla Bhawan / GM(System) Koyla Bhawan or their representative .

ISSUE OF ROAD PERMIT: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY

This contract is concluded with the issuance of this Purchase 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

BUDGET CERTIFICATION REFERENCE

BC & FC NO. WITH DATE.
BC No: EDP Deptt./Rev/12-13/ Printing & Stationery/21 dated 07-02-2013 for Rs.7,24,500.00 FC No: BCCL/REV/CM(Pay)I/C/FC/12-13/EDP Deptt./Printing & Stationery/17 dated 11-02-2013 for Rs. 7,24,500.00

Your's faithfully,
For & on behalf of Bharat Coking Coal

Ltd.

(C R Samantray)
CM(MM)

Copy to:

1. GM (System) , Koyla Bhawan .

2. CFM(Pay) I/C , Koyla Bhawan .
3. MM(Tech Cell), MM Div, Koyla Bhawan.
4. Master File/Office Copy
5. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
6. Justice (Retd) Sri Ashok Kumar Chakraborty (IEM)
7. M/s Brother International(India) Pvt .Ltd
Unit No 11,112,114 & 115,1st Floor,
'C" wing,215 Atrium, Andheri-Kurla Road,
Andheri(E), Mumbai-400 059

Appendix – I

Format of Bank Guarantee for Security Deposit

(RS.250 non-judicial stamp paper)

Messers -----, a Company having its office -----
(hereinafter called the Contractor) has entered into a Contract No. -----
dated ----- (hereinafter called the said Contract) with Bharat Coking Coal Limited
(hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions contained in
the said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the equipment will
be made to the Contractor in terms of the said contract on the Contractor furnishing to the
purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the
value of order by the Contractor, as security for the due and faithful performance of the terms of
the said contract and against any loss or damage caused to or would be caused to or suffered
by Purchaser by reason of any breach by the said Seller of any of the terms and conditions
contained in the said contract.

The ----- having its office at -----has at the request of Seller agreed to give
the guarantee hereinafter contained.

2. We, -----Bank Ltd. do hereby undertake to pay the amounts due and
payable under this guarantee without any demur, merely on a demand from the Purchaser
stating that the amount claimed is due by way of loss or damage caused to or would be caused
to or suffered by the Purchaser by reason of any breach by the said Seller or any of the terms
and conditions contained in the said Contract or by reason of the Seller's failure to perform the
said contract. Any such demand made on the bank shall be conclusive as regards the amount
due and payable by the Bank under this Guarantee. We shall not withhold the payment on the
ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount
or that any arbitration proceeding or legal proceeding is pending between purchaser and the
Seller regarding the claim. However, our liability under this guarantee shall be restricted to an
amount not exceeding -----.

3. We, -----, further agree that the guarantee herein contained shall
come into force from the date hereof and shall remain in full force and effect during the period

that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----(date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We ,-----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of ----- (specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,-----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and ----- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated :..... Day of..... 2011.
for Bank Limited.
the authorised person

behalf of the Bank.

Signature of

for and on