

	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)
<u>PURCHASE ORDER</u>	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only

Ref no: BCCL/ Committee Pur/Board Sectt./12-13/26

Dt. 07-05-2013
BY HAND

To
M/s Astir Automations,
Anjala Complex, Opp. Sri Ram City,
Saraidhela, Dhanbad.

(Vendor Code: 1/22/D/T/421)

Sub: BCCL/ Committee Pur/Board Sectt./12-13, opened on 15-03-2013

Ref: 1.Our Committee purchase enquiry no BCCL/ Committee Pur/Board Sectt./12-13 dated 13.03.2013

2. Your offer No AA/SHARP/2013/081 dated 15-03-2013 and subsequent correspondence on the above subject

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of following **LCD/LED Panel with all accessories** for BCCL Board Room at following price, terms and conditions:

Scope Of Supply:-

<i>Sl. No.</i>	<i>DESCRIPTION OF ITEM</i>	<i>UNIT BASIC RATE (Rs)</i>	<i>QTY.</i>	<i>EXTENDED VALUE (Rs)</i>
1	LCD/LED Panel with all accessories (SHARP Model No PN- E702) Manufacturer-M/s Sharp Business System(India) Limited Detailed technical specifications as per photocopy of technical literature enclosed.	5,71,200.00	01 no	5,71,200.00
	JVAT @ 5% (Rs.)			25,560.00
	TOTAL GRAND VALUE(RS)			5,99,760.00
(Rupees Five Lakh Ninety Nine Thousand Seven Hundred Sixty Only)				

1. **PRICE:** FIRM and FOR destination basis

2. **EXCISE DUTY:** Not Applicable .If applicable during pendency of the contract then the same shall be borne by you..

3. **VAT:** Payable extra as applicable within delivery schedule at actual against documentary evidence. Present rate of VAT is extra @ 5%. You shall raise VATABLE In-vvoice enabling BCCL to avail this as per J -VAT provision.

4. **PAYMENT TERMS:** 100% Payment shall be made within 21 days after successful completion of installation or from the date of submission of bills at consignee end whichever is later.

5. **DELIVER PERIOD::** Supply shall be completed within 10 (Ten) days from the date of issue of Order. However early delivery will be appreciated.

6. **SECURITY MONEY:** you are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order(value means F.O.R destination price) i.e for Rs.59,976.00(Fifty nine thousand nine hundred seventy six only) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of “Bharat Coking Coal Limited” payable at Dhanbad .In case you fail to deposit the same, the order shall be cancelled

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

8. **CONSIGNEE:** DGM(Administration),BCCL HQ, Koyla Bhawan, Dhanbad.

8A.**ALLOCATION:** CGM(E&M),BCCL, Koyla Bhawan.

9. **INSPECTION CLAUSE:** Inspection shall be carried out at Consignee's end by CGM(E&M) or his authorised representative.

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

10.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.

11. **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 should be submitted to the Paying Authority through Consignee only.
12. **MANUFACTURER GUARANTEE /WARRANTY:** Shall be covered under manufacturer Guarantee/Warranty for a period of one year from the date of installation. A certificate to this effect shall be submitted by you alongside the supply bills.
13. **PACKING:** Consignment shall be supplied in suitable standard proper packing.
14. **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.
15. **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 be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. Security Deposit may be converted in to Performance Bank Guarantee after completion of supply and successful installation.

In such case the validity of the BG for Security Deposit should cover the mentioned period of performance BG covering the required performance period of equipment is indicated above.

16. After Sales service, installation and commissioning and maintenance during and after warranty period will be done by M/s Astir Automations, Anjala Complex, Opp-Shri Ramcity, Main Road, Saraidhella, Dhanbad

17. After Sales Service support & Maintenance of Spares: Sharp Business Systems(India) Limited, as principal company will support the after sales service maintenance and spares for a minimum period of six years from the date of installation of the system.

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

This contract is concluded with the issuance of this supply order. We are enclosing a copy of the supply order. This issues with the approval of the competent Authority.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No 31 dated 15-02-2013 I.R. No.-212289 dated 13-03-2013	e-BC No 05 dated 19.04.2013 for Rs. 6,27,000.00 e-FC No 7(HQ)dated 04-05-2013 for Rs 5,99,760.00

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(Niraj Kumar)
Manager(Excvn)MM

(C R Samantray)
CM(MM)

Enclo:

- 1.Format of Security Deposit
2. Format of PBG

Copy to:

1. CGM (E&M) , BCCL, , Koyla Nagar
2. CFM(Pay) I/C , Koyla Bhawan
3. MM(Tech Cell), MM Div, Koyla Bhawan.
4. SHARP,60,Tripathy Colony, Kadru Diversion Road, Doranda, Ranchi-This refers to your authorisation letter no SBI600/03/03/2013 dated 25.03.2013
5. CM(E&M)T/C,BCCL
6. DGM(Administration),BCCL, Koyla Bhawan-This item is meant for Board Sectt.
7. Master File/Office Copy