

	<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 align="center"><u>PURCHASE ORDER</u></p>	<p>Under Jurisdiction of Dhanbad Court and Jharkhand High Court only</p>

Ref no: BCCL/ Committee Pur/AC/HQ/312262 /13-14/35

Dt. 23-05-2013

To

M/s Star Marketing,
 Vaikuntham, Opp.Police Line,Hirapur
 Dhanbad-826001

BY HAND

(Vendor Code: 1/22/D/T/591)

Sub: BCCL/ Committee Pur/AC./13-14, opened on 09-05-2013

Ref: 1.Our Committee purchase enquiry no BCCL/ Committee Pur/AC./13-14/ dated 08.05.2013

2. Your offer No 09 dated 08-05-2013 and subsequent confirmation vide letter no nil dated 09.05.2013

Dear Sirs,

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

Scope Of Supply:-

Sl. No.	DESCRIPTION OF ITEM	UNIT BASIC RATE (Rs)	QTY.	EXTENDED VALUE (Rs)
1	1.5 T Window AC (Make LG Model LWA5CR1A)	21500.00	06 no	1,29,000.00
2	4KVA Voltage Stabiliser(Make OPTO Model WMVS 4K4) Input Voltage 130 -280V Out put 200-240V,Copper Wound for the above AC.	4500.00	06no	27,000.00
	TOTAL GRAND VALUE(Rs)			1,56,000.00

(Rupees One Lakh Fifty Six Thousand Only)

Contd.P/2

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2. **Taxes and Duties:** All inclusive in the above price.
3. **J-VAT:** Inclusive in the above price at the applicable rate
4. **PAYMENT TERMS:** 100 % payment shall be made within 21 days after receipt and acceptance or from the date of submission of bills at consignee end whichever is later.
5. **DELIVER PERIOD:** Supply shall be completed within 15 (Fifteen) days from the date of issue of Order. However requirement being urgent, you shall improve upon the delivery
6. **SECURITY MONEY:** Not applicable
7. **PAYING AUTHORITY:** CFM(Pay)/C Pay, Koyla Bhawan, Dhanbad.
8. **CONSIGNEE:** DGM(Administration), BCCL HQ, Koyla Bhawan, Dhanbad.
9. **ALLOCATION:** CGM(E&M), BCCL, Koyla Bhawan. –For CBI Conference room-04 no , CISF Dog Squad-02 no
10. **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 .

11. 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.

Contd.P/3

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.

12.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 shall be submitted to the Paying Authority through Consignee only.

13.MANUFACTURER GUARANTEE /WARRANTY: Shall be covered under manufacturer Guarantee/Warranty for AC(and compressor) and Stabiliser . Manufacturer's Guarantee certificate to this effect shall be submitted by you alongwith the supply bills.

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

15.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.

16.After Sales service :shall be provided by you.

17. 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"

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.

Contd.P/4

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No nil dated nil received vide covering note sheet no.E 10102 Dated 13.03.13 MMD I.R. No.312262 dated 04-02-2013	e-BC No 16 dated 26.04.2013,e-BC no 82 & 83 dated 23.05.2013 e-FC No 14 dated 23-05-2013 for Rs 1,32,260.22, e-FC No 15 dated 23-05-2013 for Rs 3600.00 & e-FC No 16 dated 23-05-2013 for Rs 96,539.78

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(Niraj Kumar)
Manager(Excvn)MM

(C R Samantray)
CM(MM)

Copy to:

- 1.CGM (E&M) , BCCL, , Koyla Nagar for CISF Dog Squad &CBI Conference Room
- 2.CFM(Pay) I/C , Koyla Bhawan
- 3.MM(Tech Cell), MM Div, Koyla Bhawan.
- 4.DIG, CISF
- 5.DGM(Administration),BCCL, Koyla Bhawan.
- 6.Master File/Office Copy

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

Manager(Excvn)MM

CM(MM)