

(Rupees Seven Lakes Sixty Three Thousand Four Hundred Three and poise Ten 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 by the consignee
2. **Prices:** FIRM and FOR destination except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.
3. **DELIVERY SCHEDULE:** -- To commence within 60 days from the date of receipt of order or earlier and to be completed within 90 days thereafter.

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

4. **Security Money** - You are requested to furnish a sum of Rs.76340.31 by way of Demand Draft payable at Kolkata or through a Bank Guarantee of any schedule Bank drawn in favour of "BHARAT COKING COAL LIMITED" as Security Deposit within **15days** which will be refunded after satisfactory completion of the order, otherwise order shall be cancelled and your performance shall be kept recorded for future dealings with you. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited.
5. **Inspection** – Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @0.8% on FOR destination price and Service Tax @10.3% on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials.
6. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

**7. 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.

#### **8. 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.

**9 Submission of Bills**-Pre –receipted stamped original bill for 100% value in triplicate along with L/R packing list, delivery challan in original, Guarantee/ Warranty certificate, Valid BIS Licence and other relevant documents, etc should be raised and submitted to the Consignee only for payment from the paying authority.

**10. Guarantee /Warranty** – Materials supplied should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of material at consignee end 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 30 days free of cost.

**11 Packing** - Consignment shall be supplied in non-returnable robust wooden Drum or in suitable standard proper packing.

#### **12 Force Majeure Clauses –**

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.

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

14. **Paying Authority**-Sr.Manager (F)(I/C), BCCL, KOLKATA.

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

16. **Billing & Supply** : Billing & supply will be made through your authorized dealer M/s.Sanjay Steel Corporation,109, Netaji Subhas Road,Kolkata-700001.

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

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

Prepared by

(R.Mazumder)

(U.Bose)  
CM(MM).

**INDENT REFERENCE**

Sr.No	Indent no. And Date	Budget Certification no. & dt.	Indenting Authority
1	MB/03/10-11 dt 25.10.2010. Material Group – Mining Safety.	BC No. BCCL/BC/Rev/Other Stores/11-12/07 dt.13.07.2011 for Rs.7, 63,403.10 Revenue.	CMM, Koyla Bhawan

**Copy to:**

- 1.GM (MM)PUR, BCCL, Koyla Bhawan, Dhanbad.
- 2.CGM (E&M), BCCL, Koyla Bhawan, Dhanbad.
- 3.Sr.Manager(F)I/C, BCCL, Kolkata.
- 4.Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
- 5.MM (Tech Cell), MM Div, Koyla Bhawan. Dhanbad.
- 6.GM (E&M), CMPDIL, GONDOWANA PLACE, KANKE ROAD, RANCHI-834008, JHARKHAND.
- 8.Master File/Office Copy.