

	(UNDER JURISDICTION OF DHANBAD ONLY) Bharat Coking Coal Limited (A Subsidiary of Coal India Limited) (A GOVT. OF INDIA UNDERTAKING) OFFICE OF THE CHIEF GENERAL MANAGER (Ws) WASHERY DIVISION Saraidhela, Post- Saraidhela DHANBAD-828127 (Jharkhand) Phone No. 0326-2222647 Fax No. 0326-2222644
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SUPPLY/PURCHASE ORDER

UNDER JURISDICTION OF DHANBAD ONLY

By e-mail/Fax/Regd. Post

Dated: 11/12-11-2014

Ref No. 130238/02/04/Distribution Feed Pipe/102

To,
M/s. Pradeep Steel Industries,
Katras Road, Matkuria,
Dhanbad- 826 001(Jharkhand).

Subject: - **Tender No. 130238/02/04/Distribution Feed Pipe/08 dtd. 12-05-2014.**

Your Offer No. **PSI/005/2014-2015 dtd 19-05-2014.**

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for **Procurement of Distribution Feed Pipe for Moonidih Coal Washery** at the following price, terms and conditions:

01. SCOPE OF SUPPLY

S.N.	Description	Quantity	Rate(Rs.)	Amount(Rs.)
01	Distribution Feed Pipe, As Per Drawing No. MCW/632/01/02	03 Nos.	37000.00	1,11,000.00
Add ED @ 10.3%				11,433.00
Add JVAT @ 5%				6,121.65
Landed Total				1,28,554.65

(Rupees One Lakh Twenty Eight Thousand Five Hundred Fifty Four & Paise Sixty Five) only

TERMS & CONDITIONS:-

Other terms and conditions of purchase shall be as follows.

02. Price on F.O.R. destination basis

03. **SALES TAX: - JVAT@5%** Extra, as mentioned above.

04. Delivery: **Within 02 Months.** However early supply would be appreciated. Delivery schedule shall be reckoned from the 10TH day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery.-
 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. Safe delivery of materials shall be your responsibility. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

05. TAX INVOICE CUM CENTRAL EXCISE INVOICE shall be submitted by you & it shall must contain the following statutory particulars in respect of both **the Supplier** and **Consignee** besides other details regarding Invoice No & Date, Purchase Order No & Date, Challan No. & Date, Time of removal of goods, Transporter's Name, Mode of transport and vehicle registration No, Description of Goods & CETSH Code etc.

(i) Full Address(ii) VAT TIN No.(iii) CST No.(iv) State Sales Tax Regd. No., if any (v) S.S.I. Regd. No.(vi) Central Excise Duty Regd. No (vii) Central Excise Range (Code)(viii) Central Excise Division (Code) (ix)Central Excise Commissionerate (Code)

CE Registration No.	AAACB7934MEM018
Location Code	828129
Commissioner ate	Ranchi
Division	Dhanbad
Range	II
CST No.	DH1276 (C)
TIN No.	20181700811

The Invoices must be submitted to the Consignee in 6 copies, out of which first copy must be marked as **“Original for Buyer”** and other copies as **“Extra Copy”** besides the copy marked as **“Duplicate for Transporter”** (for availing CENVAT Credit by the Consignee/ Area).

The INVOICE must exhibit each element of Taxes and Duties indicating the %age charged and rounding off to the nearest rupees (element wise) indicating the material value and affixed with a pre-receipted Revenue Stamp.

The CST Forms are to be claimed to the Consignee (respective AFMs of BCCL) where it is registered within the prescribed time limit in the prescribed manner under CST Act.

06. PAYMENT TERMS:

100% payment shall be released within 30 days of receipt and acceptance of materials at site by the consignee or submission of bills complete in all respects, whichever is later, against submission of warranty & guarantee certificate and any other document specified in this order.

The payment shall be made by “Electronic Fund Transfer” (EFT) or e-payment. Tenderers are therefore requested to indicate EFT No. & other relevant details like their Bank A/c No, Bank Name, Address, Branch Code, Account No. & EFT No. in bill (s).

07. BANK DETAILS:-

Bank Name	State Bank of India
Branch Name	Dhanbad main Branch
RTGS Code	SBIN0000066
9- Digit Code No of the bank & branch	826002002
Account type	Current Account
Account No	10976591894

08. **CONSIGNEE:** - Project Officer, Moonidih Coal Washery. PO –Moonidih, Dist- Dhanbad (JH).

09. **PAYING AUTHORITY:** - Area Finance Manager, WASHERY DIVISION, Saraidhela, Post-SaraidhelaDHANBAD-828127 (Jharkhand)

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

11. **SECURITY MONEY:** - : Exempted as NSIC Registered Firm.

12. **Excise Duty** : @10.3% Extra Mentioned above on submission of documentary evidence.

13. **INSPECTION & TESTS:** - Final inspection shall be carried out at the consignee end after receipt of materials. The purchaser shall, at its discretion, have the right to test the ordered material in a Govt. Test house or in a Test house nominated by the Purchaser. In case of failure of the material after testing, the cost of Test as well as of the material shall have to be borne by the supplier.

14. **LIQUIDATED DAMAGES CLAUSE:**

In the event of failure to deliver/dispatch the stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option to enforce the following:

a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.

b)To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also

- d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed shall not be more than the agreed liquidated damages referred to in CLAUSE (a) above.
- e) Whenever under this contract any sum of money is recoverable from any payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- f) To forfeit the security deposit fully or in part. /To encash any Bank guarantee which is available for recovery of the penalty.
15. **RISK PURCHASE:** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd., or its subsidiary Companies including BCCL have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/ Coal India Limited.
16. **FORCE MAJEURE CLAUSE:** If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure condition.
- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually
17. **GUARANTEE/ WARRANTY: -**
The tenderer shall give a warranty/guarantee for satisfactory performance of the supplied materials for a period of 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to Bharat Coking Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.
Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim for Indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate Consignee's end. All cases of warranty replacements will be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.
18. **PRICE FALL CLAUSE:**
The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.
19. **LOWEST PRICE CERTIFICATE:** You shall submit a certificate along with your bill that the price charged by you against this order is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations.
20. **SUBMISSION OF BILLS-** Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate and other relevant documents as mentioned in this order should be submitted to the Paying Authority through Consignee only.

21. **PACKING:** - Proper packing of the goods shall be ensured to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.
22. **MODE OF DISPATCH:** – Rail/Road or as per suppliers choice
23. **ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**
24. **ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER THE NIT OF THE ABOVE REFERRED TENDER.**

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 within 15 days of the date of issue of this order as a token of acknowledgement & acceptance to this order or else it shall be construed that you have accepted the order for its execution on its terms & conditions Enclosed.

Yours faithfully,
For & on behalf of Bharat Coking

(Anand Kumar)
Sr. Manger (MM)/WD

INDENT REFERENCE

Sl. No.	Indent No. and Date
1	MW/S/13-14/082 Dated 22-05-2013

Budget Certification/Financial Concurrence No. & date.

SN.	Name of the Washery	F.C. No. & Date	Amount
1.	Moonidih Coal Washery	151 dtd 08-11-2014	1,28,554.65

This order issues with the concurrence of AFM, WD and approval by competent authority.

Copy to:

1. CGM (Ws.)/WD
2. GM, WWZ, Mohuda
3. Dy. GM(Tech), AFM/WD
4. Project Officer/ Depot Officer/FM, Moonidih Coal Washery
5. Master File/Office Copy.