

	BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the Chief General Manager(Ws.), WASHERY DIVISION, SARAIIDHELA, DHANBAD : 828127 Phone No.0326-2202002,Fax No.0326-2222642
---	---

Ref No. 130164/05/02/Under Frame Struct.H M Bath Screen/124 **Dtd.** 25.12.2013

To,
M/s Pradeep Steel Industries,
Katras Road Matkuria,
Dhanbad-826001(Jharkhand).

Purchase/ Supply Order
By Regd. /Speed Post

Sub: **Supply of Under Frame structure for HM Bath Screen for Bhojudih Coal Washery**

Ref: (I) **Our Tender Enquiry no-130164/05/02/Under Frame Struct.H M Bath**
Screen/099 dated 16-10-2013.

(ii) **Your offer No.PSI/067/2013-14 dtd. 21-10-2013**

Dear Sir,

With reference to the above, we ,for and on behalf of BCCL, hereby place firm **PURCHASE ORDER** on you for supply of materials as mentioned below as per the term and conditions mentioned there under:

Firm: M/s Prdeep Steel Industries

SL.No.	Description of Item	Quantity	Rate(Rs).	Value(Rs)
01)	Under Frame structure for HM Bath Screen as per Drg.No.BCW/SME/24-72/23-72	01 Nos.	1,61,000.00	1,61,000..00
Total				1,61,000.00
Add ED @12.36%				19,899.60
Add CST @ 2%				3,617.99
Landed Value				Rs.1,84,517.59

(Rupees One Lac Eighty Four Thousand Five Hundred Seventeen & Paise Fifty Nine Only).

TERM & CONDITIONS

- | | |
|--|--|
| 1. Basis of Price | :FOR Destination |
| 2. Packing & Forwarding Charges | : NIL |
| 3. Freight Charges | : NIL |
| 4. Sales Tax | : CST @ 2% extra against 'C' Form. |
| 5. Delivery period | : Within 03 (Three) Months from 10th day of issue of the order. |
| 6. Payment Term | : 100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later. |
| 7. Excise Duty | : ED @ 12.36% extra as mentioned above. |

Note: **If applicable**, the TAX INVOICE accompanied by CENTRAL EXCISE INVOICE under Rule 11 of the Central Excise Rules (in case of 1st or 2nd Stage Dealer) or TAX INVOICE CUM CENTRAL EXCISE INVOICE (in case of manufacturer) 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.

Consignee's Excise Registration Detail is as under:

Unit	Bhojudih Coal Washery
CE Registration No.	AAACB7934MEM020
Location Code	331304
Commissionerate	BOLPUR-33
Division	Asansol-II-13
Range	Purulia-04
CST No.	19750099288
TIN No.	19750099094

Contd.....2/-

The Invoices must be submitted to the Consignee (**Project Officer, Bhojudih Coal Washery, P.O.- Santhaldih, Dist.- Purulia, (W.B)**) 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

1. “Extra Copy” besides the copy marked as **“Duplicate for Transporter”** (for availing CENVAT Credit by the Consignee/ Area).
2. 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.
3. 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.
5. The JVAT 404 is also to be submitted to the Consignee (respective AFMs of BCCL) within the prescribed time limit in the prescribed manner under JVAT Act which will be submitted to AFM of the concerned Areas of BCCL for availing VAT Credit.

Note- safe arrival of the materials to the consignee's end shall be your responsibility.

8. Mode of Dispatch: Rail/Road or as per suppliers choice

9. The prices will be firm till the execution of the supplies except the statutory levies and duties which will be payable as applicable at the time of supply if the same are payable extra within the ordered delivery period.

10. 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 should be submitted to the paying authority through consignee only.

11. Security Deposit: Exempted in view of your NSIC Registration.

12. Transit Insurance – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

13. Inspection – i) Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order.

ii) BCCL also reserves its right to carry out initial inspection at the suppliers works before dispatch by deputing authorized representative.

iii) BCCL reserves its right to carry out Pre-dispatch inspection by a Third Party including stage inspection and destructive testing, if necessary, at their works, as per the methodology. Inspection charges as indicated in the supply order will have to be initially paid by the seller, which will be reimbursed by BCCL along with supply bills. In case materials are rejected on first inspection, all charges including Lodging TA, Inspection Fee etc. & for subsequent inspection shall be borne by the supplier. Seller will provide all facilities to carry out necessary ‘Tests’ as required.

iv) Final inspection will be carried out at the consignee's end.

14. 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 consent 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.

Contd....P/3

15. 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 offers 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.

16. Guarantee /Warranty –

Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end whichever is earlier 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 21 days free of cost.

17. Packing: Consignment shall be supplied in suitable standard proper packing.

18. 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.

19.

Consignee	Paying Authority
P.O, Bhojudih Coal Washery, PO- Santhaldih, Dist.- Purulia, (W.B)	Sr. Mgr. (Fin.), Bhojudih Coal Washery, PO- Santhaldih, Dist.- Purulia, (W.B)

20. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

21. Price Certificate: A price certificate must be submitted with the supply that the prices charged are lowest and same as applicable to any other Govt. Dept/ DGS&D/ PSUs including CIL & its subsidiaries.

22. Test certificate: Test report / Test certificate from Govt./Govt. approved test house for material composition to be submitted with supply.

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

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B:- 1. This purchase order/ contract is issued with the approval of the Competent Authority.

2. Copy of the receipted challan must be submitted to this office immediately after supply.

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. These issues with the approval of the Competent Authority and concurrence of Finance.

Yours faithfully,

(Anand Kumar)

Sr. Manager (MM)/WD

For & on behalf of Bharat Coking Coal Ltd.

INDENT REFERENCE

Indent no. and Date	Financial Concurrence No. Details.
2490008/01/13 dtd. 26.08.2013	WD/Fin/Unit-Bhojudih/FY-13-14/Other Stores/235 Dtd. 24-12-2013.

Copy to:

1. CGM (Ws.)/CM (CP)-I & II/AFM, WD, Saraidhela, Dhanbad
2. Project Officer/ Sr..Manager(Fin.)/Depot Officer-Bhojudih Coal Washery
3. GM (Ws) /Sr. Manager(Fin), EWZ, Sudamdih.

(Anand Kumar)

Sr. Manager (MM)/WD