

	<p align="center">BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)</p>
<p>SUPPLY / PURCHASEORDER</p>	<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</p>

BY REGD.POST / SPEED POST

Ref no: BCCL/ Pur/711118/E&M/HFDU-68/11-12/153

Dt. 04/10/2011

To
M/s Lubrichem,
487/53, Peera Garhi,
New Delhi- 110087
Fax no:- 91-011-45733323

- i. This office Tender Enquiry No BCCL/ Pur/711118/E&M/HFDU-68/11-12/53 dated 29.08.2011 & opened on 22.09.2011.
- ii. Your offer No. LUB/2011-2012/B-2/87 dated 08/09/2011.
- iii. Our LOI no 5009-10 dated 01.10.2011.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of DGMS approved Fire resistant Hydraulic Fluid type HFDU-68 at the following price, terms and conditions:

1.SCOPE OF SUPPLY:-

SN	Description	Qty	Basic Unit Rate	Extended Value
1	DGMS approved Fire resistant Hydraulic Fluid type HFDU-68	4400 Lts	202.85	892540.00/-
	Ex Duty & Cess @ 10.30			91931.62
	CST @ 2%			19689.43
	P& F- Nil			0.00
	Transit Insurance- Nil			0.00
	Freight @ Rs 4.00/- per litre			17600/-
	Landed Rate			1021761.05

Total Contract Value:- Ten lakhs Twenty one Thousand Seven Hundred sixty one rupees and five paisa only (**Rs 1021761.05**)

2.TECHNICAL SPECIFICATION OF DGMS approved fire resistant hydraulic fluid type HFDU-68

2.1 Description: DGMS approved fire resistant hydraulic fluid type HFDU-68 conforming to IS 7895 with latest amendment if any for use in underground coal mines in SDL/LHD machines

The FRHF should be supplied in standard steel/HDPE drums of 210 ltrs, capacity in sealed condition. Manufacturing test certificate and Guarantee certificate must be submitted along with the consignment.

2.2 Identification mark: Manufacture's name, date of manufacture, quantity etc should be embossed/engrave/punched on the container at a visible place which is not subject to wear and tear for ease of identification at any time.

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. Bank Details:

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Lubrichem, 1 st Floor,K-85,Hauz Khas,New Delhi-110016
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Axis Bank Ltd
	B.BRANCH NAME:(Including RTGS Code)	Green Park Main, UTIB0000015
	ADDRESS:	K-12, Green Park,New Delhi- 16
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	110211003
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	015010200007443

3. PRICE : FIRM & On F.O.R. Destination basis

4.E.D. : To be paid at actual against documentary evidence, present rate indicated above.

5.CST : Indicated above.

6.P&F:Nil.

7.Freight: Indicated above.

8.DELIVERY SCHEDULE:- Delivery will have to be made within 6 months. However , keeping in view of our urgency , earliest delivery will be appreciated . Delivery period to be reckoned from 10th day of placement of order.

NOTE : Safe arrival of materials shall be your responsibility.

9. Security Money:- You will deposit Security Money in the form of Bank Draft/ Bank Guarantee of any schedule Bank drawn in favour of "BHARAT COKING COAL LIMITED" payable at Dhanbad for 10% value of the order (value means F.O.R destination price) within 15 days from the date of receipt of order otherwise supply order shall be cancelled and your performance shall be kept recorded for future dealings with you. Security Deposit along with Earnest Money shall be refunded to you, on request, within 30 days of execution of the contract. For unsatisfactory performance and/or contractual failure the

Security Money shall be forfeited .Security money may be converted in to Performance Bank Guarantee however at the time of conversion of Security money in to PBG , the amount should not be less than 10% of the landed value of order.

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

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 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.

12. 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.

13.Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate , pre-despatch inspection certificate and other relevant documents as per supply order , etc should be submitted to the Paying Authority through Consignee only.

14.Gaurantee/Warranty: The material should be guaranteed for a period of twelve months or 3000 hrs (three thousand hrs) whichever is earlier from the date of receipt and acceptance. In case the item supplied is defective or not genuine or not to the specification, the supplier shall replace such material free of cost immediately within 15 days.

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

16.Force Majure 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.

17. Inspection – Final inspection shall be arranged by the consignee after receipt of the material at our destination.

18.Consignee – Depot Officer, Moonidih Regional Stores, WJ Area, BCCL, Dhanbad, Jharkhand, India

19.Paying Authority- AFM, Moonidih, W.J.Area, BCCL, Dhanbad.

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

21. All disputes are subject to Dhanbad Court and Jharkhand High Court

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

(Muni Lall)
AM(MM)

(A.K.Choudhary)
CM (MM)

INDENT REFERENCE

Indent no. and Date	Budget Certification Details.
Indent no Nil dated nil. IR No:- 118 dated 19.08.2011	WJA/MND/FC/AFM/Stores/Pur/PoL/Rev/11-12/43 dated 03/10/2011 for Rs 1021761.05/-

Copy to:-

1. Depot Officer, Moonidih Regional Stores, WJ Area, BCCL, Dhanbad
2. AFM, W.J.Area, Moonidih, BCCL, Dhanbad
3. CGM(E& M), BCCL, Koyla Bhawan
4. SM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.