

**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)

PURCHASE ORDER

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

Ref no: BCCL/Pur/HQ/312111(B&E)/12-13/TVSE/Computer Cons / RC/88/186/212 Date: 13-12-2013

To
M/s Nilgiri Data Systems,
29B, Weston Street
2nd Floor, Kolkata - 700012.

BY REGD.POST / SPEED POST
Tele Fax :- 0326- 2309217 (P.P.)

(Vendor Code: 106/M/1025)

Sub: Supply of TVS makes Printer Ribbon for MSP 355 Nylon Fabric for EDP Deptt. and
against RC No BCCL/Pur/HQ/312111(B&E)/12-13/TVSE/ Computer Cons / RC/88/186
dated 01-01-2013

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of TVS make Printer Ribbon for MSP 355 Nylon Fabric for BCCL against above Rate Contract at the following price, terms and conditions:

2. Scope Of Supply:-

Sl. No.	DESCRIPTION OF ITEMS	RATE (RS)	QTY. (No's)	EXTENDED VALUE (RS)
1	TVS make Printer Ribbon for TVSE Printer MSP 355 Nylon fabric	139.00	950	1,32,050.00
	CST @ 4% (Rs.)			5282.00
	TOTAL GRAND VALUE(RS)			1,37,332.00

(Rs. One Lakh Thirty Seven Thousand Three Hundred Thirty Two only)

1. PRICES: The prices are Firm & FOR destination basis**2. EXCISE DUTY:** Not applicable.**3. CENTRAL SALES TAX:** Central Sales Tax (CST) @ 4% shall be payable extra.**4. DELIVERY PERIOD:** Within 2-3 months from the date of issue of order..**5. PAYMENT TERMS:** 100 % payment shall be made within 21 days after receipt and acceptance of materials by the consignee or from the date of receipt of Bill by the consignee whichever is later.**6. PAYING AUTHORITY:** CFM (Pay) IC, Koyla Bhawan.**7. INSPECTION:** Inspection shall be carried out at Consignee's end by GM (System) or his authorised representative.**8. TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

BCCL/Pur/HQ/312111(B&E)/12-13/TVSE/Computer Cons / RC/88/186/212

Date: 13-12-2013

10. 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:

- i) 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 .
- j) 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
- k) 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
- l) 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.

11. 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.

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 should be submitted to the Paying Authority through Consignee only.

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[Signature]

BCCL/Pur/HQ/312111(B&E)/12-13/TVSE/Computer Cons / RC/88/186/212

Date: 13-12-2013

PARTICULARS OF BANK ACCOUNT		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Nilgiri Data Systems, 29B, Weston Street, 2 ND Floor, Kolkata – 700 012.
2	G. BANK NAME:	INDIAN BANK
3	H. BRANCH NAME: (Including RTGS Code)	Central Avenue Branch RTGS Code:- IDIB000C004
4	I. ADDRESS:	Jabakusum House, 1 ST floor, Kolkata - 700012
5	J. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	700019008
6	K. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account
7	L. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	919808663 Nilgiri Data Systems

13. GURANTEE /WARRANTY: Material shall be cover Guarantee/Warranty for 12 months from the date of receipt and acceptance. A certificate to this effect shall be submitted by you along with the supply.

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. CONSIGNEE: GM (System), Koyla Bhawan .

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

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

This contract is concluded with the issuance of this Purchase Order. We are enclosing one copy of the P.O.. This issues with the approval of the Competent Authority.

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13/12/13

BCCL/Pur/HQ/312111(B&E)/12-13/TVSE/Computer Cons / RC/88/186/212

Date: 13-12-2013

BUDGET CERTIFICATION REFERENCE

BC & FC NO. WITH DATE.

BC No: 23 dated 11-12-2013 for Rs. 1,37,332.00

FC No: BCCL/REV/CM(FinPay)/FC/13-14/DP Dept./Printing & Stationery/19 dated 11-12-2013 for Rs. 1,37,332.00

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(Niraj Kumar)

Sr. Manager(Execvn)MM

Copy to:

1. GM (System), Koyla Bhawan.
2. CFM(Pay) IC, Koyla Bhawan.
- ✓ 3. MM(Tech Cell), MM Div, Koyla Bhawan.
4. Master File/Office Copy.
5. Special Cell, CMPDII, Gondwana Place, Kanke Road, Ranchi
6. Justice Ashok Kumar Chakraborty(Retd)

Niraj Kumar
13/12/13

Sr. Manager(Execvn)MM

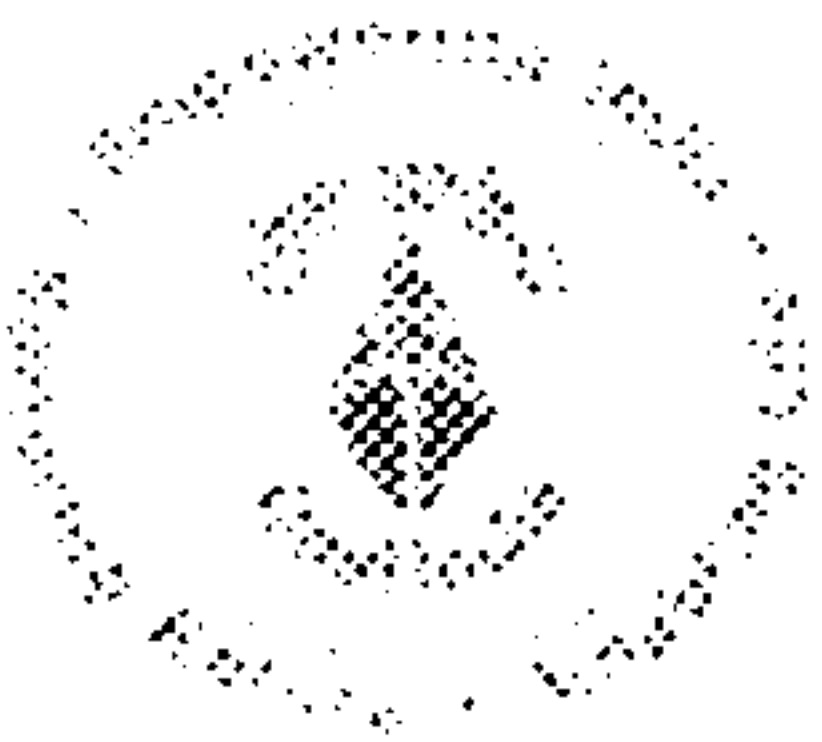
(C.R. Samantray)

Chief Manager(MM)

Chief Manager(MM)
13/12/13

MM(Tech)

P.O no: BCCL/PUR/112212/STE/E&M/Vacuum Interrupter/12-13/18 /213 Dt: 14-12-2013

	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)
	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only
PURCHASE ORDER	

Ref: BCCL/PUR/112212/STE/E&M/Vacuum Interrupter/12-13/18 /213

Dt: 14-12-2013

Registered Post

To
M/s Nawagarh Industrial Stores,
Nawagarh,P.O-Kharkharee
Distt-Dhanbad-828125

Phone:0326-2201616

(Vendor Code: 1/22/D/T/488)

1.Ref: STE No : BCCL/PUR/112212/STE/E&M/Vacuum Interrupter/12-13/18 Cover-I opened on 10-07-2013 and Price-bid on 30-09-2013

2.Offer no: ED:SKJ:SPR:5664 dated 24-06-2013 of M/s Andrew Yule & Company Limited, Kolkata

3.Letter no: ED:SKJ:SPR:5664/01 dated 28-08-2013 of M/s Andrew Yule & Company Limited, Kolkata

4. Letter no: ED:SKJ:SPR:5664/02 dated 04-09-2013 of M/s Andrew Yule & Company Limited, Kolkata

5. Letter no: nil dated 09-11-2013 of M/s Andrew Yule & Company Limited, Kolkata

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of following **Vacuum Interrupter** of Andrew Yule make for BCCL at following price, terms and conditions:

Scope Of Supply:

SL no	MATERIAL DESCRIPTION	Unit Basic Rate(Rs.)	Qty.	Extended Value(Rs.)
1	Vacuum Interrupter 25 KA. Manufactured by M/s Andrew Yule & company Ltd (Detailed technical as per Annexure-A)	63434.00	03 no	190302.00
	Excise Duty including education cess(Rs.)	@12.36%		23521.33
	Sub-Total(Rs.)			213823.32
	J-VAT @5%			10691.16
	Total Landed Value (Rs.)			224514.48

(Rupees Two Lakh Twenty Four Thousand Five Hundred Fourteen and paisa Forty Eight only)

1. PRICE: FIRM and FOR destination basis

2. EXCISE DUTY: Payable extra as applicable within stipulated delivery schedule as per prevailing rate at actual against documentary evidence. Present rate of Excise Duty is @12.36% including education cess. Excise invoice of M/s Andrew Yule & company Ltd shall be furnished alongwith the supply bills enabling BCCL to avail cenvat credit as per cenvat provision



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Q12

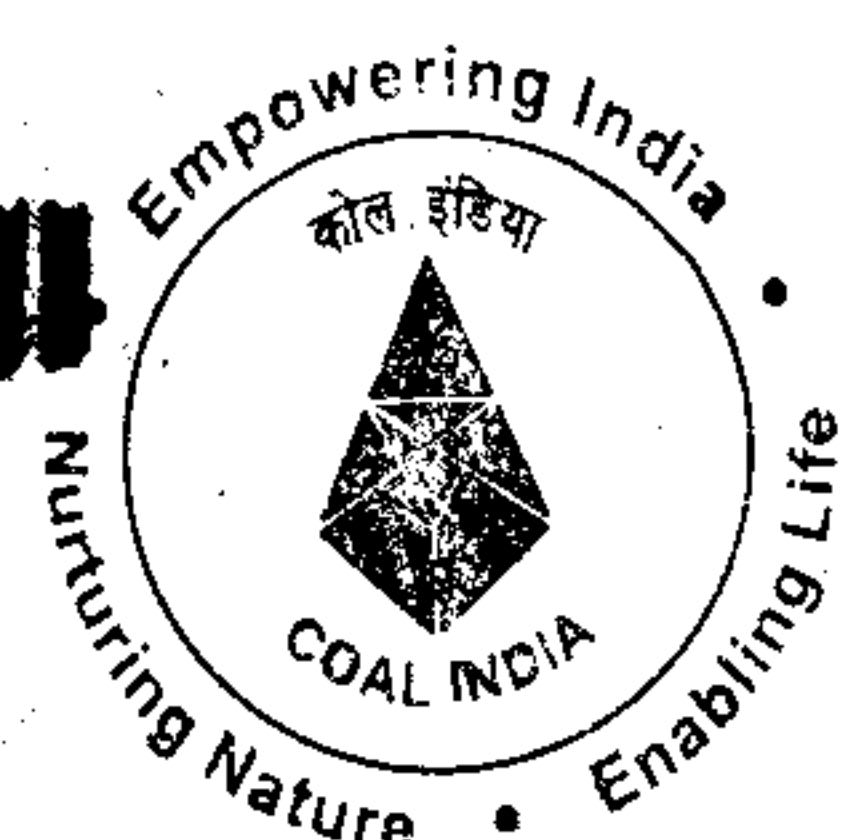
P.O no: BCCL/PUR/112212/STE/E&M/Vacuum Interrupter/12-13/18 /213 Dt: 14-12-2013

3. J-VAT: Payable extra as applicable within delivery schedule as per prevailing rate. Present rate of J-VAT is @ 5%.
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. DELIVERY PERIOD: The delivery shall be made within 01(one) month, which shall be reckoned after 10 days from the date of issue of the order. However, the requirement being urgent the delivery may be improved upon.
6. SECURITY DEPOSIT: You shall deposit the security money for 10% of the FOR Destination value of the order ie for Rs 22452.00(Rupees Twenty Two Thousand Four Hundred Fifty two only) in the form of Bank Draft /Bank Guarantee(format enclosed) within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. Your EMD shall be returned on receipt of the confirmed Security Deposit.
7. PAYING AUTHORITY: GM(Fin)MM, Koyla Bhawan, Dhanbad.
8. CONSIGNEE: Depot Officer, Central Stores, Ekra
9. ALLOCATION: GM(E&M), BCCL, Koyla Bhawan, Dhanbad.
10. INSPECTION CLAUSE: final Inspection shall be carried out at consignee's end by GM(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:

- 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.
- 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
- 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
- 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.
- To encash any Bank guarantee which is available for recovery of the penalty or
- To forfeit the security deposit full or in part.



BCCL

P.O no: BCCL/PUR/112212/STE/E&M/Vacuum Interrupter/12-13/18 /213 Dt: 14-12-2013

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: 100% value of bill duly stamped, signed & pre-receipted in five copies, as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, Consignment note (if required), packing list if any, guarantee/warranty certificate, fitment / Test certificate if required, proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Price Certificate, and other documents as per order.

(Note All documents to be submitted shall be duly authenticated)

(No payment will be made without submission of Performance Bank Guarantee & Security Deposit)

13. MANUFACTURER GUARANTEE /WARRANTY: Manufacturer guarantee for the satisfactory performance of the complete equipment/stores for a period of 12 months from the date of successful installation or 18 months from the date of dispatch, whichever is earlier

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. PERFORMANCE BANK GUARANTEE: Not Applicable.

18. 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.

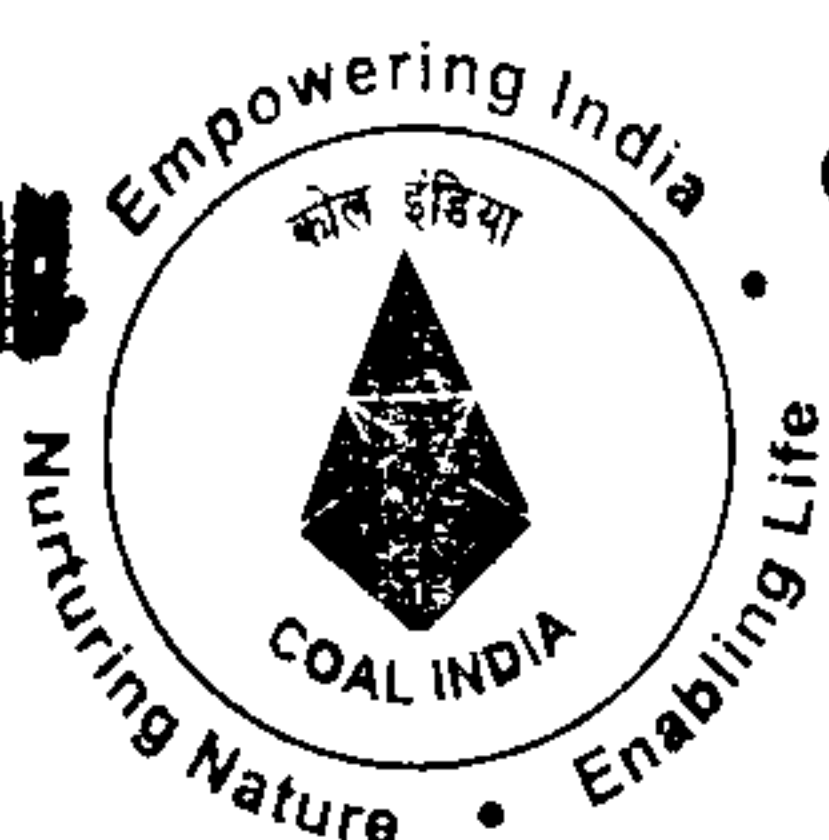
ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to GM(MM)Purchase, 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.

19. LOWEST PRICE CERTIFICATE: You shall submit a certificate from the principal along with the bills as stated below:

"The rates of the stores under the contract are the lowest at which we are selling to any other customer/ Govt. Dept. / Subsidiaries of CIL/ Other PSU."

20. INSTALLATION & COMMISSIONING: Technical guidance shall be provided by you at the time of installation & commissioning.

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



Handwritten signature/initials

P.O no: BCCL/PUR/112212/STE/E&M/Vacuum Interrupter/12-13/18 /213 Dt: 14-12-2013

This contract is concluded with the issuance of this supply order. We are enclosing a copy of the supply order. This issues with the approval of the competent Authority.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No Nil dated Nil 112212 dated 10-12-2012	e-BC No BCCL/CED/GM(cons)/BC/Rev/13-14/Misc Stores(E&M)/18 dated 22.05.2013 for Rs. 223338. 0 and Addl. BC no 59 dated 10.12.2013 for Rs.1176.18 e-FC No BCCL/CM(F)/CED/FC/Rev/13-14/Misc. Stores(E&M)/35 dated 10.12.2013 for Rs 224514.18

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

(Niraj Kumar)
Sr.Manager(Excvn)MM

(C R. Samantray)
Chief Manager(MM)

Endo:

1. Technical Specifications

Copy: M/s Andrew Yule & Company Limited
Electric Division-Kolkata Operations,
14, Mayurbhanj Road, Kolkata-700023

Copy to:

1. GM (E&M) , BCCL, , Koyla Nagar
2. GM(Fin) MM , Koyla Bhawan
- ✓ 3. MM(Tech Cell), MM Div, Koyla Bhawan.
4. CM(E&M)T/C, BCCL
5. Master File/Office Copy
6. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector -I, Salt Lake, Kolkata - 700 064

Niraj Kumar
14/12/13
Sr.Manager(Excvn)MM

Chief Manager(MM)