

	BHARAT COKING COAL (A Subsidiary of Coal India Limited) Office of the General Management Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)
SUPPLY /PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/211222/CISF/FUR/Group-B/Mattress/11-12/286

Dt.31.03.2012

To,
M/s Horizon,
Harikunj Apartments,
Saraidhella,
Dhanbad- 828127

Vendor Code:-1/22/D/T/393

Sub. : This office Tender Enquiry No BCCL/PUR/211222/CISF/FUR/Group-B/Mattress/11-12/102 due & opened on 07.03.2012

Ref. : Your offer No. NIL dated 06.03.2012 dated & subsequent correspondences on the above subject , your last letter dated 21.03.2012

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply 350 nos of mattresses at the following price, terms and conditions:

1.SCOPE OF SUPPLY

Sr No	Item Description		Quantity	M/s Horizon, Dhanbad
1	Mattress Rubberized coir with Foam, Size -6.5'x3'x3" (Godrej Mattress Make Ace) Material Code:91081300362	Unit Basic	350 Nos	2,264.00
		Excise Duty		Nil
		VAT Extra @ 14%		316.96
		P & F		Nil
		Transit Insurance		Nil
		Freight		Nil
		Other Charges		Nil
		Unit Landed		2,580.96
		Total Landed		9,03,336.00

2. Total Contractual Value : Total Contractual Value for procurement of 350 nos of Matress will be Rs. 9,03,336.00 (Rupees Nine Lakhs Three Thousand Three Hundred Thirty Six Only)only on F.O.R. Destination basis inclusive of all taxes , duties as indicated above .

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

4.E.D. : N.A

5.CST/VAT: VAT Extra @ 14%

6.Packing , Forwarding & Insurance : N.A

7.Freight : N.A

8.Payment Terms: 100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill, whichever is later by the consignee.

9. Bank Details:

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Horizon, Harikunj Apartments, Saraidhella, 0326 2224382
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	State Bank of India
	B.BRANCH NAME:(Including RTGS Code)	Bank More,SBIN0000066
	ADDRESS:	Katras Road, Dhanbad
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	826002002
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	CASH CREDIT
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	CC10976882272

10.DELIVERY SCHEDULE:-- Material should be delivered **within 30 days** from the date of Purchase order.However earliest delivery will be appreciated .

NOTE : Safe arrival of materials shall be your responsibility.

11. Security Money:- You are required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. The validity of BG will be for a period of 3 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. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper.

12.Inspection: i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on

the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The materials will be inspected by **Commandant ,CISF** on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

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

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 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.

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 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.

16. 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.

17. 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.

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

19. 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.

20. Consignee – PM (Admn), Koyla Bhawan Dhanbad, Jharkhand, India

21. Paying Authority- GM(F) MM Div, Koyla Bhawan, Koyla Nagar, Dhanbad.

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

23. 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.

(M. Mehta)
Sr. Officer(MM)

(P.K.Sinha)
Chief Manager (MM)

INDENT & BC/FC REFERENCE

Indent no. and Date	Budget Certification & Financial Concurrence Details.
Indent No:-PR-11099/CISF/BCCL/Prov/11/14339 dated 26.12.2011 IR No:- 211222 dated 08.02.2012	Budget Certification No:- BCCL/FINANCE/P&P/BC/Sr Mgr/11-12/CISF/Fur/21/9/Indent dated 08.02.2012 for Rs 1,07,25,760/-(Rupees One Crore Seven Lakhs Twenty Five Thousand Seven Hundred Sixty Only) FC Ref No:- BCCL/P&P/CAP/FC/11-12/Fur/CISF/20/08 dated 30.03.2012 for Rs 9,03,336/- (Rupees Nine Lakhs Three Thousand Three Hundred Thirty Six Only)

Copy to:

1. PM (Admn), Koyla Bhawan
2. GM(F) MM Div, Koyla Bhawan
- 3.DIG, CISF, Koyla Nagar
4. SM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy