

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005

Tech. Cell
GRAM ; KOKINGKOL
(Phone No. 0326 – 2230181)
(Fax No. 0326 -2230183)

Ref. No. BCCL/Pur/614216/P&H SHOVEL/15-16/125

dtd 18.09.2015

To,

By Speed post

M/s. Reliable Sales & Services, D4, Block "Barkat" Alrahmat Sun City, Dipatoli, Pundag, Ranchi- 4	Vender Code: 1/22/D/A/041
	PAN No. AEKPR2484M

Sub: Supply of Spares of P&H 1900 AL Shovel

Ref: i) Our Tender No. BCCL/Pur/614216/Spares/P&H Shovel/14-15/01 dtd 13.04.15 & opened on 16.05.2015

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares of P&H 1900 AL Shovel at the following price, terms & conditions and the technical specification as under:

11	DESCRIPTION / PART NUMBER	QTY in no.	Unit rate	Value in Rs.
1	PTO CHAIN (ROLLER CHAIN)/ 20Z875D276 MC: 15505290362	03	106000.00	3,18,000.00
			SUB TOTAL	3,18,000.00
			VAT@5%	15,900.00
			TOTAL	3,33,900.00

Rounded off to **Rs 3,33,900.00**

TERMS & CONDITIONS:-

01	Price	Firm & FOR destination basis.
02	Sales Tax	Extra VAT @ 5%.
03	CVD	Inclusive @ Rs 4500 per item (Total= 4500x3 = Rs 13500) is applicable against documentary proof so as to enable BCCL to avail CENVAT credit.
04	Fr. & Ins.	To be borne by you
05	Payment	100 % payment within 21 days from the date of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at

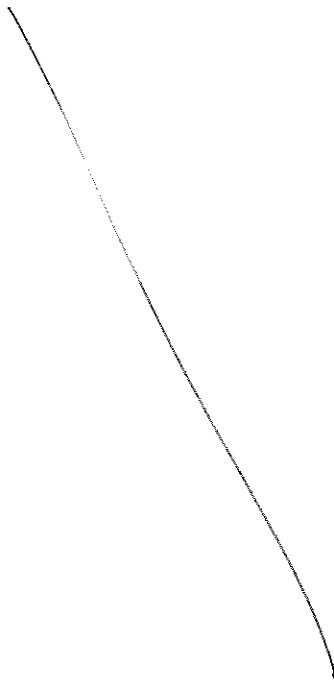
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13	Paying Authority	HOD (F) MM, Purchase Finance Deptt, Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
14	Inspection	By the representative of Consignee at Consignee's end
15	Security deposit	The firm is required to deposit security money in the form of Bank Draft drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad, or by way of Bank Guarantee of any schedule Bank for 10% value of the order (value means F.O.R destination price) i.e. Rs. 33,390.00
		within 15 days from the date of receipt of order. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. For unsatisfactory performance and/or contractual failure the security money shall be forfeited.
16	Mode of Dispatch	By Road on freight paid basis.
17	Price certificate	The Firm will certify on their Bills that the prices charged to BCCL are as per their ruling price and are same as applicable to other Govt. Deptt. / Undertaking including all coal companies.
18	Logo/Identification	They should confirm that the items supplied by them will be engraved/embossed with their manufacturer's identification mark/ logo, preferably at a non wearing surface.

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		<p>access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.</p> <p>iv) The materials will be inspected 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.</p> <p>v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
21	Integrity Pact	You have signed Integrity pact issued with NIT. Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048, will be independent external monitor against this contract/order.
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT & JHARKHAND HIGH COURT 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.

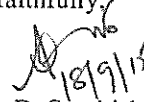
N.B:- This purchase order/ contract is issued with the approval of the Competent Authority. This contract is concluded with the issuance of this order. Two copies of order are being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.

Indent No. & date: BL2/IND/0000259 dt 18.09.14

Budget certification No. & date: BCCL/HQ/Pur. Fin./Store budget/Adv Budget/2015-16/HEMM SPARES/HQ Excv/307 (HEMM SPARES) dt 12.09.15 for Rs 3,33,900.00 only and FC no.230 (HEMM SPARES) dtd 12.09.15 for Rs 3,33,900.00. e-BC no. 455 and e-FC no. 341.

Encl Annexure-I and BG format


 (Saqib Aftab)
 AM (MM)

Yours faithfully,

 (A.D. Santhish)
 Chief Manager (MM)

ANNEXURE-I

PENALTY FOR FAILURE TO SUPPLY IN TIME / L. D. CLAUSE

The time and date of 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 delivery or dispatch 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 cancelling 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 en-cash 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.

The bidder must confirm the acceptance of this Penalty clause, which will not be altered.

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.