

Bharat Coking Coal Limited

A Mini Ratna Company

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

Koyla Bhawan, Koyla Nagar, Post- B.C.C.L. Township,

DHANBAD-826005 (Jharkhand)

OFFICE OF THE GENERAL MANAGER (MM)

Phone No. 0326-2230181 Fax No. 0326-2230183

CIN: U10101JH1972GOI000918

(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Ref. No.: BCCL/Pur/615125/Starter Motor /RC/15-16/148

dtd 13.10.2015

PURCHASE ORDER BY REGD.POST/SPEED POST

To
M/s. Bharat Power Corporation Pvt. Ltd.
77, Circular Road
Ranchi-834001
Ph: 0651-2562907/2562899
Fax: 0651-2562963

Vendor Code: 1/14/M/X/009
Type: Authorised Dealer

Ref: Supply of Auto Electrical Spares for HEMM against CCL RC No.: GM (EXCV-PUR)/RC/
Auto Electrical Spares/Remy/2015/283 dtd 11.03.2015 of CCL in favour of M/s Bharat Power
Corporation Pvt. Ltd, Ranchi-834001.

Ref no. : Your acceptance letter no: BPCL/ASN-DHN/REMY/BCCL/2015-16/123 dtd 11.09.2015

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of
Auto Electrical Spares for HEMM as detailed hereunder:

Sl. no.	Material code	Description of items & part no.	Qty in Nos.	Unit basic price(Rs.)	Extended value in Rs.
01	11602980436	STARTER MOTOR (50MT) Pt no.10478911/3021038/ 51Z6200723	04	39289.00	157156.00
				Sub total	157156.00
				VAT @ 14%	22001.84
				Grand total	179157.84

Rounded off to Rs 1,79,157.00

(Rs One Lakh Seventy Nine Thousand One Hundred and Fifty Seven only)

Basis of Price: Prices mentioned are on FOR Destination basis inclusive of Packing & forwarding,
Freight & insurance charges -NIL.

Excise duty/CVD: CVD & SAD is included in the basic price, Minimum CVD & SAD per unit shall
be Rs 5136.48 and total shall be Rs20545.92. However you shall submit relevant document related to
Excise duty / CVD to enable BCCL to availing CENVAT credit.

TAX: JVAT Payable extra @ 14 %.(Input Tax credit as admissible shall be availed by BCCL).

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Warranty/Guarantee: The firm shall be fully responsible for manufacturer's warranty in respect of proper design, material, quality, workmanship and correctness of the parts and items shall have guarantee/ warranty of 12 months from the date of fitment on the equipment or 18 months from the date of supply whichever is earlier. In case of failure the defective parts will be replaced free of cost within 30 days of intimation.

Fitment Guarantee: The firm has to furnish a Fitment Guarantee Certificate for each item supplied are exactly as per OEM part number/ specification and the items shall fit in the indented equipment / sub assemblies without any modification and shall function as per OEM design and performance parameters.

Identification Marks: Identification Mark i.e. Maker's name etc should be embossed /engraved/punched on each item at a visible place which is not subject to wear & tear for convenience of identification at any point of time.

Delivery: Supply to be completed within **03 months** from the date of issue of purchase order.

Payment Terms: 100% payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later.

BCCL shall be making payment through electronic fund transfer/RTGS system.

Name of the Beneficiary	Bharat Power Corporation Pvt. Ltd
Address with pin code	77,Circular Road, Ranchi-834001
BANK PARTICULARS	
BANK NAME	CANARA BANK
BANK TELEPHONE NO	0651-2208134
BRANCH NAME	MAIN BRANCH
BANK BRANCH CODE	0377
BRANCH ADDRESS	JALARAM MANSION, S. N. GANGULY ROAD, RANCHI-834001, JHARKHAND, FAX:06512205091
9 digits MICR Code OF THE BANK BRANCH	834015002
11 digit IFSC code OF BENEFICIARY BRANCH	CNRB0000377
BANK ACCOUNT NO	0377201003908
Bank account type	Current
PAN NO.	AAACB1402C
E-MAIL ADDRESS	-----

Submission of bill(s) & Documents:-1) Bill for 100% value of the spares should be submitted to the Paying Authority in triplicate duly stamped & pre-receipted for arranging payment along with following documents:

(A) Following documents duly authenticated by you, wherever required should be submitted to the consignee:

(i) Consignment note /RR/PWB in original

(ii)Challan

(iii) One copy of bill

(iv) Copy of Guarantee/Warrantee certificate along with fitment certificate in original.

(v) Price Certificate on the body of bill.

(vi) The following Import documents are required to be submitted along with supply.

i. Self attested copy of Principal's Invoice/Packing list along with original.

ii. Self attested copy of Bill of Landing/Airway bill.

iii. Self attested copy of Bill of entry along with Original.

iv. Certificate of origin

v. Certificate from the Auditor of the supplier, certifying that they have paid Customs Duty as per prevailing Customer Rates and refund if any shall be passed on to buyer.

vi. Any other document, if required as per the rate contract.

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(The supplier shall provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) for acceptance by BCCL)

The original documents under (i) and (iii) shall be returned after verification with attested photo copy and making endorsements on original relating to transaction made.

BCCL will avail CENVAT credit on admissible inputs and capital goods. You should submit pre-receipted and stamped Excise cum Tax Invoice showing the amount of CVD & SAD as per strength of Bill of Entry. The excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002:-

- a) Registration no. of the supplier.
- b) Address of the concerned Central Excise Division.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) Tariff heading and sub headings.
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of duty.
- j) Quantity and Value of goods, and duty payable thereon.

(B) Following documents duly authenticated by you wherever applicable, should be submitted to the paying Authority:-

- (I) 100% bill in triplicate duly pre-receipted and stamped.
- (II) Copy of consignment note and copy of the warranty certificate.
- (III) Price certificate.
- (IV) Any other document, if required as per the rate contract.

Consignee: Depot officer, Regional Stores, CV Area, BCCL, Dhanbad.

Paying Authority: AFM, CV Area, BCCL, Dhanbad.

Price Certificate: Please certify on the body of each & every bill that the prices charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organisation during the period of contact.

Price Fall Clause: It will be condition of the order that all through the currency of the prices at which you shall supply stores, shall not exceed the lowest price charged by you to any other agency including DGS&D. IN the event of price going down, you shall promptly pass on such information to enable this Company to amend the ordered rate.

- i) If at any time , during the said period , the contractor reduces the sale price of such stores or sells such stores to any other organization at a price lower than the price chargeable under this contract , the contractor shall forthwith notify such reduction of sale price to the consignee concerned under intimation to the Chief General Manager(MM), BCCL, Dhanbad & the price payable under the contract for the stores supplied after the date coming into force of such reduction or sale shall stand correspondingly reduced.
- ii) The contractor shall furnish to the Consignee/Paying Authority concerned, with a copy to the Chief General Manager (MM), BCCL HQ, Dhanbad, a certificate in the following along with each bill.

"I/We certify that the stores of description identical to the stores supplied to the consignee concerned under the contract therein have not been sold by me/us to any other organization at the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the concerned consignee of the Contract."

Failure in the submission of aforesaid by the contract holder may result in with -holding of the payment of their bills against such supply.

Warranty Replacement: In event of any warranty failure, the firm shall visit site for joint inspection & replace the defective material free of cost within 30 days of receipt of intimation from the user.

Mode of Despatch: By Road transport only on door delivery basis at your risk.

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Security Deposit: Exempted as per CCL RC

Liquidated Damage clause:

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 forfeit the security deposit full or in part.
- f) 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 on any such purchase

Inspection: Initial Inspection / Pre despatch Inspection: [Applicable]

Stage/Pre-dispatch inspection will be carried out by M/s CMPDIL as per their methodology.

In brief the scope & conditions of the Inspection will be as follows:-

- a) Checking & approval of test procedures/quality assurance plans.
- b) Verification of records & documentation of vendor works inspection.
- c) Verification of documents & test certificate of bought out items & cross checks.
- d) Provide the facilities for carrying out all tests as required in specifications of vendors works else these will be carried out at independent test house if considered so necessary by CMPDIL at vendor's cost.
- e) Final testing & checking as per specifications.
- f) CMPDIL will have full & free access to the place of the supplier /manufacturer during process of manufacturing & during inspection activities.
- g) Inspection fee@ 1% of the FOR Destination price plus service Tax applicable is to be paid to CMPDIL in advance by demand draft along with inspection call letter, which will be reimbursed by BCCL along with consignment billing.
- h) Minimum 15 days clear notice shall be given by the manufacturer/suppliers to CMPDIL for arranging inspection within valid delivery period as per contract.

Final Inspection: Final inspection shall be carried by the GM (Excv), BCCL, Dhanbad or his authorized representative on receipt of the materials at consignee end. Notice for inspection shall be given by the Consignee immediately on receipt of the material.

All other terms and conditions are as per CCL Rate Contract no.: GM (EXCV-PUR)/RC/Auto Electrical Spares/Remy/2015/283 dtd 11.03.2015

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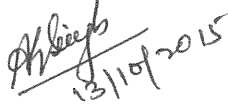
Jurisdiction: The Court at Dhanbad in Jharkhand State only will have the jurisdiction to deal with & decide any legal matter or dispute whatsoever arising out of our contract.

This purchase order / contract is issued with the concurrence & approval of the Competent Authority

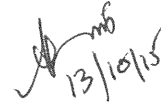
Indent Nos. : RSLD/14-15/313 dtd 14.01.2015 of C V Area, (IR no. 615125) dtd 10.08.2015

Budget certification No. & date: BC/BCCL/XII/1201/(201)15/31 dated 29.06.2015 and e-BC no.:528 for Rs 179157.00 and FC no. 30/16 dtd 29.09.2015 for Rs 179157.00 & e-FC no.797

Yours faithfully,


13/10/2015

(A.K.Singh)
Subordinate Engineer (Excv)


13/10/15

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

Copy to:-

1. GM (Excv.), Koyla Bhavan.
2. Depot Officer, Regional Stores, C V Area, BCCL, Dhanbad.
3. AFM, C V Area, BCCL, Dhanbad.
4. Area Manager (Excv), Barora Area, BCCL, Dhanbad
- ✓ 5. Tech. Cell. MM Divn. Koyla Bhavan.
6. Office Copy/Master Copy.

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