

**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/615278/Spares/EKG 4.6/5 MCL-RC/15-16/249

Date: 26.03.2016

**Purchase order****Speed Post**

To,  
M/s. Heavy Engineering Corporation Limited  
Marketing Deptt, HMBP,  
Dhurwa, Ranchi-834004

Vendor Code: 1/13/M/P/005

Vendor Type: OEM

**Ref:** i) MCL Rate contract no.: MCL/SBP/MMD/SEC-III/RC/15-16/STE/EKG 5A Spares/02  
dtd 13.06.2015

ii) Your acceptance letters no.: HMB/MKTG/D.3/2015-16/BCCL-1623 dated 24.12.2015

Dear Sir,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares for EKG 5 Shovel at the price, terms & conditions as per MCL Rate contract no.: MCL/SBP/MMD/SEC-III/RC/15-16/STE/EKG 5A Spares/02 dtd 13.06.2015 as detailed herein under:

**Scope of supply:**

Sl. no.	Description of items Mat. Code:	Qty in nos.	Unit basic price(Rs.)	Extended value in Rs.
01	STOP Part no.:1040.02.002 /1005.02.02 Mat. Code:15501060024	10	20722.39	207223.90
			Sub total	207223.90
			ED@12.50%	25902.99
			Total	233126.88
			VAT payable Extra@14%	32637.76
			Grand Total	265764.64
			Rounded off to	265765.00

**Rupees Two Lakh Sixty Five Thousand Seven Hundred and Sixty Five only.****Terms and conditions:**

01	Price	Firm and For Destination basis.
02	Freight & Insurance	Inclusive in price, safe arrival of materials at consignee end will be the supplier's responsibility
03	P & F Charges	NIL
04	Ed. Cess & Excise Duty	Extra as applicable within delivery period, present rate 12.50%. HEC will submit ED invoice so as to enable BCCL to avail CENVAT credit.
05	Sale Tax	JVAT Payable Extra @1 4%
06	Payment	100% within 21 days of receipt and acceptance of materials or from the date of receipt of bill whichever is later at consignee's end
07	Delivery	Within 4(Four) months from the date of receipt of order.
08	Warranty	For a period of 18 months from the date of receipt & acceptance or 12 months from the date of fitment, whichever is earlier. In case of any premature failure, the defective parts shall be replaced free of cost within

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		30 days of intimation.
09	Fitment Guarantee	The firm will give fitment guarantee certificate for the supplied parts in EKG 5 Shovel along with supply without any alteration (deletion/addition). Item must be as per OEM design.
10	Consignee	The Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad.
11	Paying Authority	HOD (F) MM, Pur.-Fin, BCCL, Koyla Bhawan, Koyla Nagar, Dhanbad.
12	EMD & Security	Exempted being a PSU
13	LD & Price Fall clause	Applicable As per Annexure-A
14	Identification of items/logo	Item supplied will be embossed with logo of the firm and sl. no. if any in a convenient place where there is no wear of the component.
15	Inspection	Final inspection shall be arranged by the Consignee at destination Stores.
16	Submission of Bill	100% value of bill duly stamped & pre-receipted in quadruplicate as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, packing list if any, guarantee/warranty certificate, fitment certificate, Price certificate, Price fall clause certificate etc, and documentary evidence of Excise duty payment if claimed.
17	Force majeure clause	<p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/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. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure, BCCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.</p> <p>b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.</p> <p>c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations</p>
18	<b>Jurisdiction</b>	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.

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ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER MCL RATE CONTRACT NO.: MCL/SBP/MMD/SEC-III/RC/15-16/STE/EKG 5A Spares/02 dtd 13.06.2015


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. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from failing which it will be presumed that the order has been accepted by you.

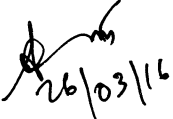
**Indent No.** This order is placed against Indent No.: INDENT EKG-5 SHOVEL/2<sup>ND</sup> PHASE/SPARES/15-16/69/ dtd. 02.02.2016 (IR.No.6151278 dated 05.03.2016)

**Budget Certification No. :-** BCCL/ HQ/Pur. Fin./Adv. Budget/Rev. budget/2015-16/HEMM Spares/HQ Excv/502 dtd.09.02.2016 for Rs.2,65,765/- & e-BC no. 724 and **FC no. 431 dtd 25.03.2016 for Rs 2,65,765 & e-FC-666.**

Encl : Annexure- A

Yours faithfully,

  
(Saquib Aftab)  
Asst Mgr(MM)

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

Copy to :

1. General Manager (Excv.), Koyla Bhawan.
2. HOD (F) MM, Pur-Fin, BCCL, Koyla Bhawan – Paying authority.
3. Depot Officer, Central Stores, Jealgora, BCCL.
- ✓ 4. Tech. Cell. MM Division, Koyla Bhawan
5. Office Copy/Master Copy