



Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

A Mini Ratna Company
(A Subsidiary of Coal India Limited)
Regt. Off: Koyla Bhawan, Koyla Nagar
Dhanbad-826005
CIN : U10101JH1972GOI000918

Office of the General Manager
Materials Management Department
Level-III, Commercial Block,
Koyla Bhawan, Dhanbad-826005
Phone: 0326-2230181
Fax No.: 0326-2230183
Website: www.bccl.gov.in

PURCHASE ORDER

ORIGINAL BY REGD. POST.

Ref. No. BCCL/Pur/530000/RC/C-Type Coupling/15-16/251

Date: 29.03.2016

To,

M/s. Acharya Safety Spares Corporation,
135, B.R.B. Basu Road, (Canning Street),
3rd Floor, Kolkata - 700 00, FAX NO.033- 22429363

Old VENDER CODE: 229150

New Vendor Code 1/03/M/U/178

PAN:AAEFA6213B

Vendor Category: Manufacturer (NSIC)

Sub.: Supply of 'C' Type Coupling against Rate Contract

Ref: 1. Our Rate Contract: BCCL/Pur/530000/RC/C-Type Coupling/14-16/131/08

Dated 13.05.15 valid for two years.

Dear Sir,

With reference to the above RC, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of "C" coupling at the following price, terms and conditions:

1. SCOPE OF SUPPLY:

S.N.	Item Description	UOM	Qty.	Basic Unit Rate (In Rs)	Extended Value (In Rs)
1	'C' Type for 5T drawbar pull as per technical specification at Annexure 'A' of RC Material Code:93071000013	Nos	140	770.28	1,07,839.20
CST @ 2%					2,156.78
Total Value of F.O.R Basis					1,09,995.98
Total approx. Value of F.O.R Basis					1,09,996.00

2. Basis of Prices :- Firm and on F.O.R. Destination basis

3. Packing & Forwarding : Nil .

4. Freight & Insurance Charges : Nil .

5. Excise duty & Cess :- Not Applicable . If applicable the same will be borne by you .

6. CST : CST shall be paid extra as applicable at the time of supply against issue of form 'C' by the consignee . Present rate is 2 % .

7. Mode of Despatch : By Road on F.O.R. Destination , Freight paid basis .

NOTE : Safe & sound delivery of stores at consignee's end must be ensured .

8. Road Permit: If required, the same may be collected directly from the consignee.



9. Delivery Period : Completed Within 1 (One) month from 10th day from issue of supply order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Any increase in the rate of taxes & duties beyond delivery period will be to your account .

10. Payment Term : 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

11. Paying authority :- HOD(F) MM, BCCL, Koyla Bhawan

12. Consignee: Depot office , Ekra Central Store, BCCL Dhanabd

13. Submission of Bill : 100% value of bill duly stamped , signed & 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, 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)

14. Inspection :- The inspection will be done at consignee's end on receipt of materials by the concerned technical head or their authorized representative.

15. 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 30 days free of cost.

16. PRICE CERTIFICATE: A Price certificate as stated below , should be submitted along with supply bill :

“ The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date “ .

17. Security Deposit - Waived as being registered with NSIC.

18. 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 this office .

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 you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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.

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- b) To purchase elsewhere, after due notice to you, on your account and risk , 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 your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

19. 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), 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.

20. Monthly statement of orders & deliveries: - You should submit a statement of receipt of orders from different DDOs and supply status thereof , by 7th of each month to the office of the GM(MM)-Pur, Koyla Bhawan, Dhanbad .

IMPORTANT

Operation of above referred RC is restricted to maximum limit of Rs. 7,35,990.00 for 2(Two) years . As soon as the limit is reached , you shall intimate to GM(MM)Pur / GM(E&M)I/C for further action and you will not accept any further order from any DDOs without specific clearance from GM(MM)Pur.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT of above referred RC and
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER ABOVE REFERRED RC AND COMPANY'S NORMS.

This supply order is issued with the concurrence and approval of competent Authority against the above RC.

APC

INDENT REFERENCE

Indent no. and Date	Budget Certification Details.
MB/07(A) For Koyla Bhawan/15-16 dtd 19.05.15 (IR no.115050 dtd 10.06.15)	BC No:- BCCL/HQ/PUR-FIN Store Budget/Advance Action2015-16/HEMM Spares/Hq/Excvn/S.W.S/PLWS/Type Retreding/40 (Other Stores UG) dtd 25.03.16 of Rs 1,09,996.00 (e- BC no. 792 dtd 25.03.16). FC no. BCCL/PURFIN/FC/31(Other Stores UG) dtd 25.03.16 of Rs Rs 1,09,996.00 and e.FC no. 659 dtd 25.03.16.

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

(Encl.: Annexure-"A" 3 Nos of Pages)

Alok Kumar
(Alok Kumar)
Asst.Manager(MM)

A.K. Sinha
(A.K. Sinha)
Senior Manager(MM)

Copy to :

1. All Depot officer of BCCL
2. Depot Officers, Ekra Central Store
3. HOD(F)(MM),MM Divn. Koyla Bhawan,Dhanbad
4. GM(E&M)I/C, Koyla Bhawan
5. GM(S&R)I/C ,Koyla Bhawan.
- ✓ 6. MM(TC), MM Divn. Koyla Bhawan