

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

Phone: (0326)2230181
Fax: (0326)2230183
Under Jurisdiction of
Dhanbad Court and
Jharkhand High court only

Ref. No. Pur/613229/Spares for for EKG shovel /RC/14-15/03

dtd 15.04.14

PURCHASE ORDER

BY REGD.POST

To,
M/s. Bhawani Enterprises, Ranchi
9, New Ancillary Area Tupudana,
Hatia, Ranchi- 834003 (Jharkhand)
Fax No. 0651- 22252916

Vendor Code: 1/22/M/T/009

Ref: Supply of Spares for EKG 4.6/5A cubic mtr shovel against CCL RC No. GM (Excv-
Pur)/III/EKG 4.6 Sps/RC/2013/236 dtd 21.03.13.
Your Ref no: BE/13-14/63 dtd 10.02.14

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of
Spares for EKG 4.6/5A shovel as detailed hereunder:

Scope of Supply:

Sl. no.	Description of items M. C. :	PART NO.	Qty in Nos.	Unit basic price(Rs.)	Extended value in Rs.
01	LOCK BAR LEVER M.C.:15501030022	100601106A/ 104001106	06	2940.00	17640.00
02	TIE ROD ASSY M.C.:15501080112	10030341A/ 104003068	04	21400.00	85600.00
				Sub total	103240.00
	VAT payable Extra@5%				5162.00
	Packing & Forwarding charges extra 1% on basic price				1032.40
	Freight & Insurance charges extra 1% on Basic Price				1032.40
	Total				110466.80
	Inspection fee @1%				1104.66
	Service Tax @12.36% of Inspection Fee				136.54
	Grand Total				111708.00
	Rounded of Rs				111708.00

Extra Inspection fee @01% of FOR destination price plus service tax as applicable to be paid to CMPDL.

Note: Technical Parameters, Dimensions, physical and metallurgical properties of supplied items should be as per OEM's part no.

K Singh

Basis of Price: Prices mentioned are on FOR Destination basis.

Packing & forwarding: Payable Extra 1% on Basic Price

Freight & Insurance charges - Payable Extra 1% on Basic Price

Excise duty: NIL

TAX: JVAT Payable extra @ 5% as per offer (Input Tax credit as admissible shall be availed by BCCL).

NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account.

Warranty/Guarantee:

i) You will certify that the supplied items are as per OEM part no. & specification. You shall be fully responsible for the manufacturer's warranty in respect of proper design, material, quality, workmanship and correctness of the parts & their proper fitment to the machines and shall function properly on the intended equipment.

The items shall have a guarantee for a period of 12 months from the date of fitment on the equipment or 18 months from the date of receipt & acceptance of material at consignee stores, whichever is earlier.

ii) **Warranty Replacement:-** You will replace the defective material/Prematurely failed material free of cost within 30 days upon receipt of intimation from the consignee subject to the normal joint inspection and on consignee store basis without any extra charge to BCCL on account of freight etc.

Fitment Guarantee: The items supplied must conform to respective OEM part number and should fit in the respective equipment without any modification (addition/deletion) discharge the duties for which the same are intended for.

Security Deposit: Exempted as per CCL RC.

Delivery: Supply to be completed within 04 months from the date of issue of supply order by the Direct Demanding Officer.

Payment Terms: 95% payment will be released against receipted challan of the consignee & remaining 5% payment will be released after 30 days of receipt & acceptance of materials. BCCL shall be making payment through electronic fund transfer/RTGS system.

Consignee: Depot Officer , Central Stores ,Jalgora, BCCL, Dhanbad.

Paying Authority: GM (F) MM, Pur-Fin, Koyla Bhawan BCCL, Dhanbad.

Mode of Despatch: By Road transport on freight paid basis.

Price Certificate: Please certify on the body of each & every bill that the prices charged are same as applicable to all other Govt. Deptt./Undertakings including DGS&D.

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.

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 withholding of the payment of their bills against such supply.

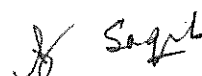
Jurisdiction: The Court at Dhanbad in Jharkhand State only will have the jurisdiction to deal with & decide any legal matter or dispute whatsoever arising out of our contract.

Liquidated Damage clause: In the event of failure to deliver/dispatch of the stores within the stipulated date/period in accordance with the sample/drawings and/or specification mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, BCCL shall be entitled at its options either:-

- a) To recover from the successful tenderer as mutually agreed liquidated damages a sum not less than ½% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 5% where felt necessary, the limit of 5% can be increased to 15 % at the discretion of the Purchaser.
- 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 other items of a similar description without cancelling the supply order in respect of the consignment not yet due for supply, or,
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk of the defaulting suppliers 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 mutually agreed liquidated damages referred in clause (a) above except in cases referred to in clause below.
- e) To forfeit the security deposit in full or in part.
- f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, BHARAT COKING COAL LIMITED, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable the successful tenderer shall pay BCCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

Inspection:

- a) 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:-
 - i. Checking & approval of test procedures/quality assurance plans.
 - ii. Verification of records & documentation of vendor works inspection.
 - iii. Verification of documents & test certificate of bought out items & cross checks.
 - iv. 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 vendors cost.
 - v. Final testing & checking as per specifications.
 - vi. CMPDIL will have full & free access to the place of the supplier /manufacturer during process of manufacturing & during inspection activities.



- vii. 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.
 - viii. Minimum 15 days clear notice shall be given by the manufacturer/suppliers to CMPDIL's for arranging inspection within valid delivery period as per contract.
- b) Final inspection shall be carried by the GM (Excvn) 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.

Submission of bill(s) & Documents:-1) Your bill for 95% payment duly stamped & pre-receipted in triplicate along with following documents should be sent to Paying Authority through consignee:

- i) Pre-receipted & stamped invoice (Original Buyers copy of Invoice)
- ii) Packing list in original giving details of bill of materials
- iii) Warrant /Guarantee certificate
- iv) Manufacturers test certificate as per supply order terms
- v) Consignment note /RR/PWB in original
- vi) DGMS/BIS/Pre dispatch inspection certificates/any other document, if required as per the contract

Copy of the bills along with originals of the above documents should be forwarded to the consignee for their reference etc.


2) Bills for balance 5% payment should also be submitted to paying authority through consignee,.

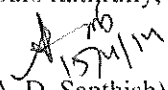
3) More than four challans, submitted by any party should not be accepted & signed for the same supply. Further, first copy should be marked "ORIGINAL" either using a rubber stamp or hand written between two parallel lines & other copies "DUPLICATE".

All the other terms and conditions are as per CCL Rate Contract no. GM (Excv- Pur)/III/EKG4.6 Sps /RC/2013/236 dtd.21.03.1203

This purchase order/ contract is issued with the concurrence & approval of the Competent Authority
Indent No. INDENT/EKG 4.6/5 CU. M/SPARES/13-14/58 (IR no. 613229 dtd 22.11.13

Budget certification No. & date: BCCL/HQ/Pur. Fin./ Store Budget/Ad hoc budget/2014-15//HEMM Spares/ Hq Excv/02 dtd 12.04.14 for Rs.11,81,933.00 and FC no. 01 dtd 12.04.14 for Rs 11,81,933.00


15.4.14
Saquib Aftab
MT (MM)

Yours faithfully,

15/4/14
(A. D. Santhish)
Chief Manager (MM)

Copy to:-

GM (Excv.), Koyla Bhavan.

Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad.

GM (F), Purchase Finance Deptt., Koyla Bhavan.

✓ Tech. Cell. MM Divn. Koyla Bhavan.

Office Copy/Master Copy.