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Under jurisdiction of Dhanbad Court and Jharkhand High Court Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) 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.bcclweb.in
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Ref. No.: BCCL/Pur/616126/Spares/EKG 4.6/5 MCL-RC/16-17/156

dtd 25.11.2016

**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

Sub: Supply of Spares for EKG 4.6/5 Shovel for Sijua Area.

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.3/2016-17/BCCL-819 dated 24.08.2016

Dear Sir,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares for EKG 5A Shovel at the price as per MCL Rate contract as detailed herein under:

Scope of supply:

Sl. no.	Description of items / Mat. Code:	PART NO.	Qty in nos.	Unit basic price(Rs.)	Extended value in Rs.
01	CROWD MOTOR BRAKE / MC:15506997164	1040.03.700 / 1003.03.700	02	100278.09	200556.18
				Sub total	200556.18
				ED@12.50%	25069.52
				Total	225625.70
				VAT payable Extra@14.5%	32715.72
				Grand Total	258341.42
				Rounded off to	258341.00

Rupees Two Lakh Fifty-Eight Thousand Three Hundred and Forty-One 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 4.5%
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 supply order. The date of issue of order shall be reckoned as 7 th day of the date of issue of the 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 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 and performance parameters.
10	Consignee	The Depot Officer, Regional Stores, Sijua Area 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</p>

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		<p>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	Jurisdiction	Any disputes will have jurisdiction of 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 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.: SIJ/IND/0000703 dtd. 19.02.2016 (IR.No.616126 dated 04.11.2016)

Budget Certification No. :- BCCL/ HQ/Pur. Fin./Adv. Action/Rev. Budget/2016-17/HEMM Spares/HQ Excv/222 dtd.05.10.2016 for Rs257213.00 & e-BC no.399 and FC no. 179 dtd 23.11.2016 for Rs 258341.00 & e-FC-336.

Encl : Annexure- A

Yours faithfully,

(A.K. Singh)
Sub. Engr. (Excv)

(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, Regional Stores, Sijua Area, BCCL Dhanbad
4. Area Manager (Excv), Sijua Area, BCCL Dhanbad
5. Tech. Cell. MM Division, Koyla Bhawan
6. Office Copy/Master Copy

ANNEXURE-A

PENALTY FOR FAILURE TO SUPPLY IN TIME 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 5%.
- 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 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 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 supplier must confirm the acceptance of this Penalty clause, which will not be altered.

PRICE FALLCLAUSE.

- 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 sells the stores of identical description to any other organization till validity of the contract.
 - ii) If at any time during the said period the supplier 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 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.
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