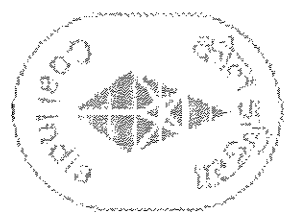


*Feel cell*



**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: U10101JH1972CO1000918  
 (UNDER JURISDICTION OF DHANBAD JARSHAND COURT ONLY)

Ref No: BCCL Pur 614159 Spares ACE Crane 14-15-218 Dtd 29/01/2015

PURCHASE ORDER  
 REC'D POST SPEED POST

To,  
 M/s. Coral Sales Pvt. Ltd.  
 108 Sahil Tower, New Layout,  
 PO-Agrico, P.S. Staramdera, Agrico,  
 Jamshedpur -831009  
 Vendor Code: 1/22/NA/1/518 & 935475  
 Vendor Type: OEM

Sub: Supply of Spares for ACE Crane  
 Ref: Our tender no. BCCL Pur 614159 Spares RHE/Cover Crane 68 dtd 31/10/2014  
 opened on 10/11/2014  
 Bidding Id No: 12465 dtd 05/11/2014  
 Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares suitable for ACE Crane of Smith W Shop at the following items description, part no, rate, value and terms & conditions:-

**DESCRIPTION, PART NUMBER & QUANTITY AS PER LIST**

S/N	DESCRIPTION AND MAT.CODE	PART NUMBER	QTY	Unit	
				in	quoted price
No.			no.		(RS.)
1	Church Ace Fork MC: 10957995562	100081202600	01		887.45
2	Embossed Valve with Tyre Inhibitor A MC: 10957993796	927000019100	01		2626.11
3	Pressure Plate 11" MC: 10957991917	101084400100	01		5156.53
4	Church Plate 11 Disc Non MC: 10957991959	101084400200	01		2975.41
5	Church Release Bearing MC: 10957994729	100081206100	01		1793.01
6	Church Ace Guide MC: 10957991962	100082300100	01		664.94
7	Oil Seal 25X35X7 MC: 10957994661	934025035700	01		178.54
			Sub Total		14281.99
			VAT @ 14%		1999.47
			Freight Charge		1000.00
			TOTAL		17281.46

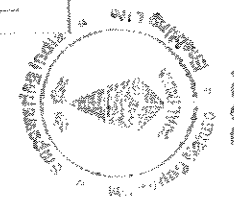
ROUNDED OFF to Rs17,281.00  
 Rupees Seventeen Thousand Two Hundred and Eighty One Only



*AWB* *JK*

TERMS & CONDITIONS

01	Price	Firm and FOR destination basis (Packing, Forwarding & Insurance -Inclusive)
02	Excise Duty & ED Cess	Not Applicable
03	Freight Charge	Freight Charge Rs 1000/-
04	VAT	Inclusive Extra @ 14% as indicated above Firm will submit VAT Invoice so as to enable BCCL to avail VAT Credit.
05	Payment	100% payment within 21 days of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at Consignee's end.
06	Delivery	Within 30 days from the date of receipt of purchase order. The delivery date shall be reckoned from the 10 <sup>th</sup> day of issue of the order. Earlier supply will be appreciated.
07	Fitment Guarantee	You should give a guarantee of fitment of the item in the ACE CRANE without any modification (deduction addition). Spares should be as per design of OEM.
08	Logo	Item supplied will be embossed identification tag of the firm, if any in a convenient place where there is no wear of the component.
09	Warranty	The firm shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of the parts, the correctness of the parts and their proper fitment to the crane, for a period of 12 months from the date of fitment or 18 months from the date of receipt at our store, whichever is earlier. In case of premature failure the defective parts will be replaced free of cost within 30 days of receipt of intimation of the failure by end user.
10	Price Fall & L.D. Clause	Applicable as per Annexure-(Enclosed)
11	Security Deposit	Not Applicable
12	After Sales Service	To be provided by the firm to end user.
13	Submission of Bills	100% value of bill duly stamped & pre-receipted in five copies 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 guarantee certificate, and other relevant document as specified in the order.
14	Consignee	Depot officer, Regional Store, Sindh Excavation Workshop, BCCL, Dhanbad.
15	Paying Authority	GM (F) MM, Purchase Finance Department, BCCL, Koyla Bhavan, Dhanbad.
16	Inspection	By the representative of Consignee at Consignee's end.
17	Mode of Dispatch	By Road on freight paid basis.



APB

BCCL

9441120

18. Inspection test clause

The purchaser or its authorized representative shall have the right to inspect and or test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

19. Force majeure clause

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 ECCL 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 ECCL, 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

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, ECCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.

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 ECCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

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.

20. Price certificate

The firm will certify on their Bills that the prices charged to ECCL are lowest and same as charged to other CE subsidiaries/Govt. Under Taking/ Deptt and others.

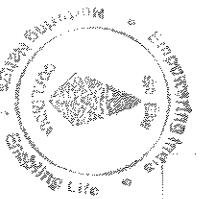
21. Integrity Pact

You have signed Integrity pact issued with NIT, Shri Naresn Chaturvedi, IAS (Retd), CE-14, Salt Lake, Kolkata-700091, will be independent external monitor against this contract/ order.

22. Jurisdiction

All disputes will have jurisdiction of Dhanbad Court and Jharkhand High court only. All other terms and conditions would be applicable as per

Nil



BCCCL

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONTAINED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

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. Supply Order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution

Encl: ANNEXURE-I

*M Singh*  
29/10/2015

(A.S. Singh)  
Sub Engr (Execv)

Yours faithfully,

*A.D. Santhosh*  
29/10/15

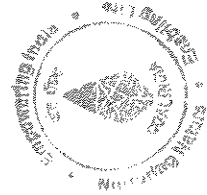
(A.D. SANTHOSH)  
Chief Manager (AMN) Pur

Indent no.: (1) BCCL/ENE SWS IN DENTR 14-15-15 dtd 11.08.2014 CR no. 614159 dtd 25.09.2014

Budget certification No. & date: BCCL/HQ Pur-Fin. Store Budget Rev.- Dtd. 2014-15 HEMEN Spares HQ Lxev 184 dtd 20.08.2014 for Rs. 17,281.00 and FC no. 411 dtd 28.01.2015 for Rs. 17,281.00

Copy to:-

- 1 GM (Execv), Koyla Bhavan
- 2 GM (TMM) Pur-Fin. BCCL, Koyla Bhavan
- 3 GM (Execv) HOD, Sindh Excavation Workshop, BCCL, Dhanbad
- 4 Depot Officer, Regional Store, Sindh Excavation Workshop, BCCL, Dhanbad
- 5 Tech. Cell, MM Divn, Koyla Bhavan
- 6 Office Copy Master Copy
- 7 H.N. Shri. Naresh Chaturvedi, IAS (Retd), CL-14, Salt Lake, Kolkata-700001



BCCL

ANNEXURE

PENALTY FOR FAILURE TO SUPPLY IN TIME / L. D. CLAUSE

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:

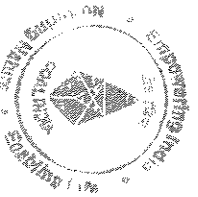
- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of 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 en-cash 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, ECCL 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 ECCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

The bidder must confirm the acceptance of this Penalty clause, which will not be altered.

PRICE FALL CLAUSE

If 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.

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 COM/MA/Dharat 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.



<b>PURCHASE ORDER NO. :218</b>		<b>DATED 29.01.2015</b>	
Format for vigilance Report & purchase order/Rate contract uploading			
BCCL/pur/614159/Spare/RIHNO90C Crane/68			
1	Tender no.	Single Tender Enquiry	
2	Mode of tender enquiry	31.10.2014	
3	Date of publication of Tender.	SINGLE BID	
4	Type of bidding(Single/ two bid )	11.11.2014	
5	Last date of receipt of tender.	13.11.2014	
6	Tech.Bid Opening Date	one	
7	No. of valid tender received.	ONE & M/S Coral Sales Pvt. Ltd.	
8	No and names of Tenderers qualified after tech. evaluation.	NIL	
9	No and names of Tenderers not qualified after tech. evaluation.	13.11.2014	
10	Price Bid Opening Date	17,281.00	
11	Total landed Value(in Rs)	single	
12	Whether contract awarded to lowest tenderer evaluated	Yes	
13	Whether Integrity pact is applicable ?	614159(14-15)	
14	Indent registration No.	26.09.2014	
15	Indent registration Date	1.OEM ✓ /OM 2.PSU 3.OES/OPM/OPS 4.ANCILLARY	
16	Supplier Type(mark ✓ )	5. Other	
Date 29.01.2015		Signature of Dealing Officer	

*Handwritten signature and date: 29/01/2015*

