

BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM)

Koyla Bhawan : Koyla Nagar Dhanbad : 826 005 GRAM; KOKINGKOL (Phone No. 0326 – 2230181 (Fax No. 0326 -2230183)

Ref. No. Pur/612122(12-13)/Bushings/For EKG shovel /RC/12-13/93

dtd 23.08.2012

PURCHASE ORDER
BY REGD.POST

To M/s. Subarnarekha Enterprises 3(I) Shree Gopal Complex Katchery Road Ranchi

Fax: 0651 204692 Vendor Code: 1/13/M/U/245

Sub: Supply of Bushings for EKG 4.6/5A cubic mtr shovel against WCL RC No.

NGP/WCL/MMw/Sec1A/MHZ-031/40221995A dt 20.06.12 . Your letter Ref no.: SE/BCCL/12-13/WCL/RC dt 15.07.12

Dear Sirs,

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

Scope of Supply:

Item, Description and price:-

Sr no.	Description of items	Qty in		Extended value in Rs.
		set	Unit basic	
			price(Rs.)	
01	Undercarriage Bushing &	8	96000.00	768000.00
	Washer Set			
02	Final Drive Bushing &	8	91000.00	728000.00
	Washer Set			
03	Crowd Mechanism	8	85000.00	680000.00
	Bushing & Washer			
			Sub total	2176000.00
	Excise duty Payable extra at applicable rate ,present rate is @12.% Ed. Cess @3% on ED Total VAT payable Extra@5%			261120.00
				7833.60
				2444953.60
				122247.68
	Grand total			2567201.28
	Rounded off to	Rs	2567201.00	

(Rupees Twenty Five Lakhs Sixty Seven Thousand Two Hundred and One only)

NB: Break-up of Sets is indicated at Technical specifications enclosed as Annexure A

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

Packing& forwarding, Freight & insurance charges -NIL.

Excise duty: Payable extra on basic price at applicable rate, Present rate is 12%

You shall furnish Pre-receipted & stamped Excise cum Tax Invoice showing the amount of excise duty at applicable rate, 2% edu. cess & 1% secondary & higher edu. cess separately for availing CENVAT credit by BCCL along with original bills. The Excise cum Tax Invoice must contain all the information as required under rule 11 of Central Excise Rule 2002.

TAX: JVAT Payable extra @ 5%.(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 shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the materials and their proper fitment on the equipment and warranted for a period of 5000 working hours from the date of fitment or 2 years from the date of receipt & acceptance of material at consignee stores, whichever is earlier.
- ii) **Warranty Replacement:-** In event of any warranty failure, the firm shall visit site for joint inspection & replace the defective material free of cost within 30 days of receipt of intimation from the user.

Security Deposit: Registered with NSIC, you are exempted from depositing Security Deposit. **Delivery:** Supply to be completed within 2 months from the date of issue of supply order. The delivery period shall be reckoned from the 7 th day from the date of supply order.

Payment Terms: 100% payment shall be made within 21 days from the date of receipt and acceptance or submission of Bills whichever is later, at the consignee stores.

Consignee: Depot officer, Central Stores, Jealgora, BCCL, Dhanbad.

 $\textbf{Paying Authority}: \texttt{GM}\ (\texttt{F}) \texttt{MM}, \texttt{Pur-Fin}, \texttt{Koyla Bhawan BCCL}, \texttt{Dhanbad}.$

Mode of Despatch: By Road transport only on door delivery basis at your risk.

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 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.

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 with –holding 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.

Inspection: Final inspection shall be arranged by the consignee at destination Stores. If any defect in supplied materials the firm shall arrage replacement free of cost.

Submission of bill(s) & Documents:-1) Your bill for 100% payment duly stamped & pre-receipted in quadriplicate along with following documents should be sent to Paying Authority through consignee: A Delivery Chaallan in original

- B Original Buyers copy of Invoice cum Excise duty gate pas in original (Original Buyers copy & Transportation copy)
- C Packing list in original giving details of bill of materials
- D Warrant /Guarantee certificate
- E Manufacturers test certificate as per RC terms
- F Fitment Guarantee Certificate
- v) Consignment note /RR/PWB in original

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

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".

Liquidated Damage: 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 is 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 10%.
- 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 forfeit the security deposit full or in part.
- f) 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 on any such purchase

All other terms and conditions are as per WCL Rate Contract no. NGP/WCL/MMw/Sec1A/MHZ-031/40221995A dt 20.06.12

This purchase order/ contract is issued with the concurrence & approval of the Competent Authority <u>.</u>MB 2012-13/Spares/EKG Shovel (IR no. 612122(12-13) dtd 13.08.2012 <u>Budget certification No. & date:</u> BCCL/HQ/Pur. Fin./ Store Budget/Rev budget/HEMM Spares/11-12/ Hq Excv/ 179dtd 25.07.12 for Rs.2787247.00 and FC no. dtd 23.08.12 for Rs 2567201.28

Yours faithfully,

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

Copy to:-

- 1. GM (Excv.), Koyla Bhavan
- 2. GM (F)MM (Pur), BCCL, Koyla Bhavan
- 3. Depot Officer, Central Stores, Jealgora, Dhanbad
- 4. Tech. Cell. MM Divn. Koyla Bhavan/office copy/master copy
- 5. Office Copy/Master Copy