



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

GRAM ; KOKINGKOL
(Phone No. 0326 – 2230181
(Fax No. 0326 -2230183)

Ref. No. Pur/200034 /Tooth point etc /24/96 Dragline/global/10-11/129

dtd. 8.09.2011

PURCHASE ORDER
BY REGD./SPEED POST

To
M/s.R.R.L Steels Ltd .
4,BBD Bagh (East) , Stephan House,
3rd floor , Room No .47/1,
Kolkata:- 700001

Vender code : 1/03/M/X/144

Fax-03322306460

Sub: Supply of Kwik Tip Adopter,Tip point etc for (24/96)W2000 Dragline
Ref: i) Pur/200034 /Tooth point etc /24/96 Dragline/global/10-11/54 opened on
21.10.2010
ii) Your Offer No RSL/BCCL/HQ/10-11/35 dtd 06.10.2010 and subsequent
letter dtd 20.11.2010 dtd 01.09.2011.

Dear Sirs,

With reference to above, we for and on behalf of BCCL hereby place order for supply of Tooth point adopter etc for (24/96)W2000 Dragline. The supply shall be governed by the specifications, rate, terms & conditions mentioned hereunder :

Scope of Supply :

Sl #	Mat code	Description & Pt #	RRL's Part no.	Qty in no.	Rate in Rs	Value in Rs
1	11301040574	KWIK Tip Adapter 91101-675	RSL-01-02-043	25	20000.00	500000.00
2	11301990027	KWIK Tip Point 91101-539	RSL-01-02-044	37	8750.00	323750.00
3	11301040594	KWIK Tip Pin 91101-541	RSL-01-03-047	106	500.00	53000.00
4	11301040562	Fluted Wedge 91101-674	RSL-01-02-046	35	2000.00	70000.00
5	11301040559	Fluted Spool 91101-673	RSL-01-02-045	35	2000.00	70000.00
					Sub total	1016750.00
					Extra ED and cess @10.30%	104725.25
					Extra CST@ 2%	22429.51
					Total landed value in Rs.	1143904.76

(` Eleven lakh forty three thousand nine hundred four and paise seventy six only)

TERMS & CONDITIONS:

01	Price	Firm & F O R Destination basis.
02	Ed &Ed cess	Excise duty &cess extra as applicable within delivery schedule. Present rate is @ 10.30% against documentary evidence
03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against declaration Form C
04	Packaging & forwarding	NIL
05	Fr. & Ins.	NIL
06	Payment	100 % payment within 21days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end
07	Delivery	The delivery should be completed within 04 months from the date of receipt of order. The items are to be supplied in one lot consisting of above five items.
08	Guarantee/ Warranty	You shall give a warranty for 12 months from the date of delivery or 400 working hours ,whichever is earlier against poor workmanship and material.
09	Price Fall & L.D. Clause	As per Annexure-I(enclosed)
10	Logo	Item should be embossed with the marking “RSL”and sl no. at a non wearing surface
11	After Sales Service	You will extend after sales service to the end user.
12	Fitment Guarantee	You shall provide fitment guarantee for the items in the (24/96) W2000 Dragline machine serial No. 1320 deployed at Block-II Area without any alteration i.e. addition or deletion. The defective parts will be replaced free of cost to the consignee within 60 days of intimation..
13	Submission of Bills	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 guarantee certificate , proof of payment / documentary evidence of Taxes & Duties payment as indicated above.
14	Consignee	The Depot Officer, Jealgora Central Store, BCCL, Dhanbad.(A/c Block –II)
15	Paying Authority	GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
16	Inspection	Final inspection by consignee end by GM (Excv) representative
17	Mode of Despatch	By Road on freight paid basis.
18	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 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

		<p>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 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>
19	Security Deposit	Exempted as registered with NSIC.
20	Price Certification	You will certify on their bills that the prices charged to BCCL is same as charged to other Govt.Under Taking / Deptt and others organisations
21	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only
22	Inspection and Test clause	<p>i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</p> <p>iii)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.</p> <p>iv)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.</p> <p>v)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.</p> <p>vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
23	ED refund credit certificate	The firm would submit certificate of auditor that refund /credit, if any obtained in respect of Excise duty shall be passed on to the buyer(BCCL).

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED 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. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you for execution.

This order is placed against Indent No.:1000/GN/07-08/1372 dtd 7.02.2008 of Block-II Area IR no. 0034(08-09) dtd 02.06.2008
Budget Certification No.: BCCL HQ/Pur.Fin./Rev Budget/2011-12/HEMM Spares/HQ Excv/268 dated 31.08.2011 for `1143904.76 (Eleven Lakh Forty three thousand nine hundred four and paise seventy six only) and FC no. 133 dtd 31.08.2011

Encl : Annexure-I

Yours faithfully,

(A K Sinha)
Sr Manager (MM))

Copy to:-
General Manager (Excv.), Koyla Bhavan
Depot Officer, Jealgora C/ Stores, BCCL, Dhanbad
GM(F)MM ,Purchase Fin Deptt. Koyla Bhavan.)
Depot officer , Block –II Area BCCL
Tech. Cell, MM Divn./ Office copy
Master copy

ANNEXURE-I

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 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 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 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 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.