



Bharat Coking Coal Limited
(A subsidiary of Coal India Limited)
Office of the Chief General Manager (MM)
MM Divn., Koyla Bhawan, P.O. Koyla Nagar,
Dhanbad – 826 005, Jharkhand (India)

GRAM: KOKINGKOL
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Ref. No.: Ref. No.: Pur/200049/Lip centre/24/96 Dragline/11-12/ 136

dtd 13.09.2011

**PURCHASE ORDER
BY REGD. POST**

To,

Vendor Code:1/21/M/S/008

M/s. Rajesh Engineering & Castings
B-32, New Bombay Market
GE Road, RaiPur
RAIPUR – 492 001 (C.G.)

FAX: (0771) 228-3237

Dear Sir,

Sub: Supply of Lip Centre Shroud for 24/96 Drag Line

Ref: i) Tender No. Pur/200049/Lip centre /24/96 Dragline/09-10/83 opened on
24.01.2011 ,price bid opened on 10.05.2011.

ii) Your offer No. RE&C /offer/BCCL/269/10-11/0000017 dtd 14.01.2011 &
letter dtd.09.06.2011 and 06.08.2011

With reference to above, we ,for and on behalf of BCCL, hereby place order for supply of Lip
centre Shroud suitable for 24/96 (W 2000) Dragline at the following Specification ,price, terms and
conditions:

Scope of Supply

M/s Rajesh Engineering & Castings

Sl no	Mat Code	Description/pt no.	Qty in nos	Rate in Rs.	Value in Rs.
01	11301040697	Lip Centre shroud/. 91101-676	04	25700.00	102800.00
				Sub Total in Rs.	102800.00
				Extra ED &Ed cess @ 10.30%	10588.40
				Extra CST@2%	2267.77
				Total Landed in Rs.	115656.17

(Rs. One lakh fifteen thousand six hundred fifty six and paise seventeen only)

TERMS & CONDITIONS

01	Price	Firm & FOR destination basis.
02	Excise Duty	Extra as applicable at the time of dispatch presently ED & Ed. Cess @ 10.30 % against documentary evidence as per current Excise Rule.
03	CST	Extra as applicable at the time of despatch ,present rate is @ 2% against Form 'C'
04	PF, Frt. Ins.	Nil
05	Payment	100% payment within 30 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later.
06	Delivery	Delivery should be completed within 4 months from the date of receipt of order
07	Guarantee/ Warranty	For a period of 18 .months from date of receipt and acceptance of material or 12 months from the date of fitment whichever is earlier. In case of premature failure the defective parts will be replaced free of cost within 45 days of intimation.
08	Price Fall & LD Clause	Applicable as per Annexure-I
09	Logo	Items to be supplied shall have logo of the firm / identification mark preferably at a non wearing surface.
10	After Sales Service	Firm should provide after sales service on call to end user .
11	Fitment Guarantee	Fitment guarantee : The firm should give a guarantee of fitment of the item in the (24/96) W2000 Dragline, machine sl no. 1320 deployed at Block –II OCP without any alteration ie “ addition or deletion .
12	Submission of Bills	100% value of bill duly stamped & pre-receipted Bill 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, and documentary evidence of Excise duty payment as per current excise rule (if claimed) and any other documents specified in the order.
13	Consignee	The Depot Officer, Regional Stores Block-II , BCCL, Dhanbad
14	Paying Authority	GM (F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhavan, Koyla Nagar, Dhanbad
15	Inspection	By the Consignee at Consignee's end.
16	EMD & Security deposit	Exempted as registered with NSIC
17	Mode of dispatch	By Road freight paid basis
18	Make-	Trade mark “RE&C”
19	Price Certificate	You will furnish a price certificate on the body of the bill that the price charged is the lowest and is same as applicable to other Govt. Department/ Public Sector Undertakings including DGS&D, CIL and its subsidiaries/other organisations.
20	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

		<p>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 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>
21.	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 DISPUTES ARE SUBJECT TO 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 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. Two copies of order are 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: as above

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

(A K Sinha)
SM(P)

Indents No. & Date: i) 1000/GN/09-10/0486 dtd 18.11.2009 (RS.BII/15/484/09-10 dtd 24.11.2009) (IR no. 0049(10-11) dtd 08.07.2010

Budget Certification No. & date: BCCL/HQ/Pur. Fin/Rev. Budget/(11-12)/HEMM Spares/HQ Excv/ 274 dtd 10.09.2011 for Rs. 115656.17, FC no. BCCL/Pur FIN /FC/139 dt 10.09.2011/HEMM spares.

Copy to –

1. GM (Excv), BCCL, Koyla Bhawan
2. GM (F)MM, Pur-Fin, BCCL, Koyla Bhawan
3. Depot Officer, Regional Store Block-II, BCCL, Dhanbad
4. Tech. Cell, MM Division, Koyla Bhawan
5. Office copy/Master copy

ANNEXURE-I**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%(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 canceling 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, 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 bidder 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 offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- ii) 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 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.

SM (MM)