



**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/611195/Spares/P&H /12-13/e-tender/ 148

dtd. 30.10.2012

**PURCHASE ORDER**  
**BY REGD./SPEED POST**

TO

M/s.RRL Steels Ltd .  
4,BBD Bagh (East) , Stephan House,  
3<sup>rd</sup> floor , Room No .47/1,  
Kolkata:- 700001  
Fax no. 03322306460

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

Sub: Supply of Spares for P&H1900 AL

Ref: i) Our tender no. Pur/611195/Spares/P&H  
11-12/ global/e-tendering/ opened off line on 22.02.2012 & on line  
23.02.2012 .

ii) Your Offer No RSL/BCCL/HQ/11-12/68 dtd 30.01.12 and subsequent letter no  
68A dtd 17.09.12  
Dear Sirs,

With reference to above, we ,for and on behalf of BCCL, hereby place order for supply of  
Spares for P&H1900 AL Shovel at the following specification, price, value and terms & conditions:  
Scope of Supply

SL.NO	DESCRIPTION	PART NUMBER	QTYin no.	Unit rate	value in Rs.
01	Drive Tumbler	4J95C343	2	285000.00	570000.00
			Total		570000.00
			ED@12.36%		70452.00
					640452.00
			CST@2%		12809.04
			Landed cost		<b>653261.04</b>

Rounded off to 653261.00

(Rupees Six lakhs Fifty three thousand Two Hundred and Sixty one only)

**Terms and Conditions :**

01	Price	Firm till execution of the contract & F O R Destination basis.																		
02	Excise duty & Ed cess	ED shall be paid at actual at the rate ruling on the date of supply within the schedule delivery period against documentary evidence. Present rate of ED is 12.36% including Educ. cess and S & HE cess.. The excise invoice shall contain the information as per clause 23(C) for enabling BCCL to avail CENVAT Credit. You are required to submit a certificate of your auditor along with supply of materials/bills that refund /credit, if any obtained in respect of Excise duty shall be passed on to the buyer(BCCL).																		
03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Form "C" and Road permit if required will be issued by the Consignee. ( NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account)																		
04	Packaging & forwarding	NIL																		
05	Freight & Insurance.	NIL																		
06	Payment Term	100 % payment within 21 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end . Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS). Your e-payment mandate is tabulated below: <table border="1"> <tr> <td>01.Name of the payee</td><td>M/s RRL Steels Ltd</td><td></td></tr> <tr> <td>02. Address</td><td>4,BBD Bag (East) , 3rd floor Room no.47/1 ,Stephan House,Kolkata-700001</td><td></td></tr> <tr> <td>03.Bank A/c no. of Payee</td><td>10687248243 ,</td><td></td></tr> <tr> <td>04.Name of the Bank</td><td>State Bank of India</td><td></td></tr> <tr> <td>05. Name of the Branch &amp; Branch code</td><td>NS Road Branch, NS Road RTGS code-SBIN0000144</td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </table>	01.Name of the payee	M/s RRL Steels Ltd		02. Address	4,BBD Bag (East) , 3rd floor Room no.47/1 ,Stephan House,Kolkata-700001		03.Bank A/c no. of Payee	10687248243 ,		04.Name of the Bank	State Bank of India		05. Name of the Branch & Branch code	NS Road Branch, NS Road RTGS code-SBIN0000144				
01.Name of the payee	M/s RRL Steels Ltd																			
02. Address	4,BBD Bag (East) , 3rd floor Room no.47/1 ,Stephan House,Kolkata-700001																			
03.Bank A/c no. of Payee	10687248243 ,																			
04.Name of the Bank	State Bank of India																			
05. Name of the Branch & Branch code	NS Road Branch, NS Road RTGS code-SBIN0000144																			
07	Delivery Clause	The delivery should be completed within 3 to 4 months from the date of placement of order. Road permit if required may be obtained from the consignee under intimation to this office.																		
08	Price Fall & L.D. Clause	Applicable as Annexure-I(enclosed)																		
09	Mode of Despatch	By Road on freight paid basis.																		
10	Guarantee/ Warranty	12 months or 3000 working hours from the date of fitment whichever is earlier. In case of failure the defective parts will be replaced free of cost within 45 days of intimation.																		
11	Logo /Identification mark	Item supplied should be embossed with the logo and sl no. at a non wearing surface .																		
12	After Sales Service	You will extend after sales service to the end user if required.																		
13	Fitment Guarantee	You shall give fitment guarantee regarding fitment of the supplied parts above model of machine without any alteration i.e. addition or deletion. The item must be as per design of OEM.																		

14	Consignee	The Depot Officer, Regional Stores, Block II Area, BCCL, Dhanbad, Jharkhand.
15	Paying Authority	GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
16	Submission of Bills	<p>a) Supplier shall have to submit (100% value of bill duly stamped &amp; pre-receipted) bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.</p> <p>b) The consignee shall then send SR notes , challan, Inspection note , warrantee/guarantee certificate and five copies of bills (including the original) and any other requisite documents to the paying authority as specified in the order.</p> <p>c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.</p> <p><b>i)General:</b>  Serial No. of Invoice  Description of the goods  Classification of the goods  Time and date of removal  Mode of Transport and vehicle registration  Rate of duty  Quantity and value of goods and Duty payable thereon</p>
17	Inspection	Final inspection by consignee end .
18	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 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</p>

		consideration in their quotations.
19	Security Deposit	Exempted as registered with NSIC.
20	Price Certification	You will certify on their bills that the prices charged to BCCL is not higher than 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	Integrity Pact:	You have signed Integrity pact issued with NIT . Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against this tender/ contract.

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

This contract is concluded with the issuance of this order

Encl : Annexure-I

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

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

N.B:- This issues with the approval of competent authority.  
This order is placed against Indent No.: 1000/ GN/10-11/484 dt 14.12.10(4c) & 1000/GN/10-11/582 dt 15.02.11(pg 17/c), IR no. 611195 (11-12) dtd 13.12.2011 and 611192(11-12) dt 13.12.11  
Budget Certification No.: BCCL HQ/Pur.Fin./Store Budget/Rev Budget/12-13/HEMM Spares/HQ  
Excv/298dated 30.10.2012 for Rs 9,12,812.00 and FC no. 178 dtd 30.10. 2012 for Rs 9,12,812.00

Copy to:-

General Manager (Excv.), Koyla Bhavan  
General Manager, Block II Area, BCCL, Dhanbad  
Depot Officer, Regional Stores, Block II Area, BCCL, Dhanbad  
GM(F)MM ,Purchase Fin Deptt. Koyla Bhavan.)  
Tech. Cell, MM Divn  
Office copy/Master copy  
Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064

CM(MM)

## 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 GM (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.

CM (MM)

