



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/611168/Tooth point &Track Pad/EKGshovel/12-13/e-tender/16 dtd. 7.05.2012

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PURCHASE ORDER
BY REGD./SPEED POST

To
 M/s.Amit Enterprises Pvt Ltd .
 56,E Hemanta Basu Sarani, ,
 Room No .47/1 Stephen House,
 Kolkata 700001,

Vender code : 1/12/M/T/036

Fax no. 03322429423

Sub: Supply of Tooth Point &Track Pad for EKG 4.6/5 M³ Shovel

Ref: i) Our tender no. Pur/611168/Tooth Point & Track Pad/For EKG 4.6/5 Cubic mtr
 shovel/domestic/e-tender/11-12/119 opened on off line dt 5.01.12 & on line dtd
 6.01.12

ii) Your Offer No AEPL/BCCL/HQ/11-12/15 dtd 28.12.11

Dear Sirs,

With reference to above, we ,for and on behalf of BCCL, hereby place order for supply
 of Tooth point and Track Pad suitable for EKG 4.6/5 M³ Shovel at the following specification, price,
 value and terms & conditions:

Scope of Supply

sl no.	Mat code	Description .	Part no.	Qty in nos.	unit rate in Rs	Amount in Rs
1	15501010049	Tooth Point	1006-01-08/ 1040-11-011	365	8400.00	3066000.00
2	15501470027	Track Pad (The weight of each track pad should be 173 Kgs.)	1003-21-01	260	11500.00	2990000.00
				Sub total in Rs.		6056000.00
			Extra Excise duty with Edu cess @12.36%			748521.60
			Extra CST@2%			136090.43
			FOR Destination Value in Rs			6940612.03

(Rs Sixty nine Lakh Forty thousand six hundred twelve and paise three only)

Terms and Conditions :

01	Price	Firm till execution of the contract & F O R Destination basis.												
02	Ed &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 informations as per clause 24(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% aginst form "C". Form "C" and Road permit if required will be issued by the Consignee.												
04	Packaging & forwarding	NIL												
05	Fr. & Ins.	NIL												
06	Payment Term	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 . Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS).Your e-payment mandate is tabulated below: <table><tr><td>01.Name of the payee</td><td>M/s Amit Enterprises Pvt Ltd</td></tr><tr><td>02. Address</td><td>56E Hemant Basu Sarani,Roomm no. 47/1,Stephen House, Kolkata-700001</td></tr><tr><td>03.Bank A/c no. of Payee</td><td>30208881241 ,code 4125</td></tr><tr><td>04.Name of the Bank</td><td>State Bank of India</td></tr><tr><td>05. Name of the Branch & Branch code</td><td>Commercial Branch, NS Road RTGS code-SBIN0004126</td></tr><tr><td></td><td></td></tr></table>	01.Name of the payee	M/s Amit Enterprises Pvt Ltd	02. Address	56E Hemant Basu Sarani,Roomm no. 47/1,Stephen House, Kolkata-700001	03.Bank A/c no. of Payee	30208881241 ,code 4125	04.Name of the Bank	State Bank of India	05. Name of the Branch & Branch code	Commercial Branch, NS Road RTGS code-SBIN0004126		
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05. Name of the Branch & Branch code	Commercial Branch, NS Road RTGS code-SBIN0004126													
07	Delivery	i) 180 Nos. of Tooth Points to be delivered within 03 months of placement of purchase order & balance quantity within 3 months thereon. ii) 130 Nos. of Track pad to be delivered within 03 months of placement of purchase order & balance quantity within 3 months thereon. (NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account)												
08	Guarantee/ Warranty	i) For each of the tooth point the firm should give a warranty of 400 working hours or 12 months from the date of supply whichever is earlier. ii) For each of the track pad, the firm should give a warranty of 1000 working hours from the date of fitment or 18 months from the date of supply at stores whichever is earlier. in case of any defect, the materials should be replaced free of cost within one month from the date of receipt of the intimation from actual user.												
09	Price Fall & L.D. Clause	Applicable as Annexure-I(enclosed)												
10	Logo /Identification mark	Item supplied should be embossed with the logo “AEPL” 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	<p>i) For tooth point : The firm should give a guarantee of fitment of the tooth points in the above models of the machine without any alteration, i.e. addition or deletion. The design of the tooth points should be exactly as per the OEM specification.</p> <p>ii) For Track Pad : The firm should give a guarantee of fitment of the track pads in the above models of the machine without any alteration, i.e. addition or deletion. The design and specification of the track pads should be exactly as per the OEM (HEC) specification.</p>
13	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.
14	Consignee	The Depot Officer, Jealgora Central Store, BCCL, Dhanbad.
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) or his authorised representative.
17	Mode of Despatch	By Road on freight paid basis.
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 outbreak 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 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 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	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. 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. 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. 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. vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>

23.Submission of Bills:

a)Supplier shall have to submit (100% value of bill duly stamped & pre-receipted) bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.

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.

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.

i)General:

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

ii) Statutory particulars in respect of both the supplier and Consignee.

Supplier(Consignor)	Consignee: Central Stores Jeal gora,Dhanbad
Name &Address	Assessee BCCL- Bharat Coking Coal Ltd ,Lodna Area-X,Khasjeenagora,Dhanbad,Jharkhand-828115
TINno.	TINno.20801800089
JST no.	JST no. JH-14(R)
CST no.	CST no. JH(8)C
Circle/Subcircle-	Circle/Subcircle-Jharia Circle ,Dhanbad
Service tax regd no.	Service tax regd no. AAACB7934MST016
Cen Ex. Duty Regd no.	Cen Ex. Duty Regd no.AAACB7934MEM005

Range code-	Range code-Sindri code -04
Division code-	Division code-Bokaro code-01
Commissionerate -	Commissionerate Ranchi code -87

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

N.B:- This issues with the concurrence of GM (F)MM vide diary no. 94/F dtd 3.05.12 and approval of GM (MM) Pur vide diary no. 89/F dtd 3.05.2012. 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.:2422122061 dtd 15.07.2011, IR no611168(11-12) dtd 27.10.2011

Budget Certification No.: BCCL HQ/Pur.Fin./Store Budget/Adhoc Budget/12-13/HEMM Spares/HQ Excv/41 dated 04.05.12 for Rs 69,40,612.03 and FC no. 16 dtd 4.05.12 for Rs 6940612.03

Encl : Annexure-I

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

(A K Sinha)
Sr. Manager (MM)Pur

(SP Narain)
Chief Manager (MM)PUR

Copy to:-
General Manager (Excv.), Koyla Bhavan
Depot Officer, Jealgora C/ Stores, BCCL, Dhanbad
GM(F)MM ,Purchase Fin Deptt. Koyla Bhavan.)
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 FALLCLAUSE.

- 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.