



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/611061/Radiator & oil Cooler/Ex-400 shovel/11-12/198

dtd 5.12.2011

PURCHASE ORDER
REGD. POST/SPEED POST

To,
 M/s. Telco Construction Equipment Company Limited
 Ground Floor SHQ Building
 Next to SBI Telco Campus Branch, Telco
 Jamshedpur 831004

Vendor Code: 1/03/M/G/150

FAX: (0657 2285567)

Sub: Supply of Radiator oil cooler for EX-400 – LCH SHOVEL

Ref: i) Our tender no. Pur/611061/Radiator & oil Cooler/Ex-400 shovel/11-12/38
 Dtd 20.07.2011 opened on dtd 22.08.2011 price bid opened on 22.08.2011

ii) Your offer No. BO/JSR/11-12/BCCL/038/Qtn.038A dtd 19.08.2011
 and letter dated 27.10.2011

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Radiator Oil Cooler suitable for EX-400 LCH Excavator for at the following price, terms & conditions.

Sl.No.	Part No.	Item Description	Qty	Basic Price	Value (In Rs.)
01	TA00207	Radiator Oil Cooler Assly	01	128290.00	128290.00
	Mat code				
	15588990312		Total:		128290.00
			Extra VAT @ 14%:		17960.06
			Landed value in Rs.:		146250.06

(Rs One lakh forty six thousand two hundred fifty and paise six only)

TERMS & CONDITIONS

01	Price	Firm and FOR destination .
02	ED & Ed. Cess	Not applicable.
03	Pkg. & Fwdg. Frt & Ins.	Inclusive.
04	VAT	Extra as applicable within stipulated delivery period. At present rate is 14 % VAT against Form JVAT404.
05	Payment	100% payment within 30 days of receipt and acceptance of materials or

		from the date of receipt of Bill whichever is later at Consignee's end. Payment shall be made through Electronic fund transfer (EFT) for which you are requested to indicate your EFT A/c no. name of Bank branch, MICR code/IFSC code, RTGS code in your invoice for facilitating payment through EFT.
06	Delivery	Within 3 months from the date of receipt of Order .
07	Fitment Guarantee	The firm will submit a Certificate of Fitment Guarantee that material will be fitted in the EX-400 LCH Excavator no. 4001-0148, BCCL no. S354 of New Akash Kinari OCP Govindpur Area without any modification (deletion/addition). The item must be as per design of OEM.
08	Logo	Item supplied should have logo/identification tag of the firm Telcon, in a convenient place where there is no wear or tear of the component
09	Warranty	For a period of 18 months from date of delivery and acceptance or 12 months from the date of fitment, whichever is earlier in respect of manufacturer's proper design, quality and workmanship of the parts, the correctness of the parts and their proper fitment on the machine for which same are ordered.
10	Price Fall & L.D. Clause	Applicable as per Annexure-I (enclosed)
11	Price Certification	The Firm will certify on their Bills that the price charged to BCCL is lowest and same as charged to other CIL Subsidiaries/Govt. Under Taking/ Deptt/other organisation..
12	Security Deposit	The firm will be required to submit Security Deposit of 10% value of the Order through Bank Draft of any scheduled /nationalized bank in India in favour of " Bharat Coking Coal Ltd" payable at Dhanbad or in the form of Bank Guarantee of Public Sector Bank of value Rs.14625.00 within 15 days of receipt of order. Bank Guarantee should be valid for six months from date of supply. (BG –Format-Annexure-II)
13	After Sales Service	You should provide after sales service to end user as and when required.
14	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 certificate, proof of payment of freight charges if freight is claimed and documentary evidence of Excise duty payment if claimed.
15	Consignee	Depot Officer, Jealgora Central Stores, P.O. Jealgora, BCCL Dhanbad
16	Paying Authority	GM (F) MM, Purchase Finance Department, BCCL, Koyla Bhavan, Dhanbad.
17	Inspection	By the representative of Consignee at Consignee's end.
18	Mode of Dispatch	By Road.
19	Integrity pact	You have signed Integrity pact issued with NIT . Mr Ashok Kumar Chakraborty (Retired Judge) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.
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. purchase order is 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.

Indent No. & date:

BCCL/NAKC/ST/10-11/66 dtd 18.09.2010, IR no. 611061 (11-12) dtd 25.05.2011

Budget certification No. & date: BCCL/HQ/Pur. Fin./Store Budget/Adhoc. Budget/11-12/HEMM Spares/HQ Excv/49 dt 22.04.11 for Rs.133421.60 only and further BC no. BCCL/HQ/Pur. Fin./Store Budget/Rev. Budget/11-12/HEMM Spares/HQ Excv/358 dt 01.12.2011 for Rs.12828.46 only FC no. 223 dtd 1.12.2011 for Rs 146250.06only

Yours faithfully,

(A K Sinha)
Materials Manager (P)

Copy to:-

1. GM (Excv.), Koyla Bhavan
2. GM (F)MM , BCCL, Koyla Bhavan
3. AM (Excv) Area –III , Govind pur,BCCL ,Dhanbad
4. Depot Officer, Jealgora Central Store, Jealgora, BCCL, Dhanbad(A/c Govind pur Area)
5. Tech. Cell. MM Divn. Koyla Bhavan
6. IM:. Mr Ashok Kumar Chakraborty (Retired Judge) ,BB-69 Sector I, Salt Lake,Kolkata-700064,
7. Office Copy/Master Copy

ANNEXURE-IPENALTY 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.

MM(P)

ANNEXURE-II

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

(BG Formate for Security deposit)

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called “the Purchaser” (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the “said Contract” to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs.(Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. We, the Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the Bank Limited lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Datedday of
For Bank Limited.

Signature of the authorized person
For and on behalf of the Bank.