

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
 Phone: (0091) 326-
 2230181,
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 2230183

Ref. No.: Pur/613217/Spares/P&H 1900ALShovel/14-15/199 200

dtd 27.12.2014

**PURCHASE ORDER
 BY REGD. POST**

To,
 M/s Misra & Brothers
 Circuit house road .Morwa
 Singrauli
 Distt. Sidhi 486 889

Vendor Code: 1/16/M/S/012
 Vendor Type: Mfr

FAX- 07805266766

Dear Sir,

Sub: Supply of spares for P&H 1900 AL Shovel

Ref: i) Tender No. BCCL/Pur/613217/P&H 1900ALShovel/13-14/ 112 opened
 on dtd 26.02.14

ii) Your on-line offer ID No: 509 dt 22.02.14 & Your letter no. MB/TECH/BCCL/01C/13-
 14/14-15 dtd 24.12.14

With reference to above, we , for and on behalf of BCCL, hereby place order for Supply of
 spares suitable for P&H 1900 AL Shovel at the following Specification ,price, terms and
 conditions:

SL. NO	DESCRIPTION	PART NUMBER	QTY in no.	Unit rate Rs	value in Rs.
01	Pinion MC:15505990816	1N1493/312T/1N1389D4/ 1N1389D3	6	3,50,000.00	21,00,000.00
				Total	21,00,000.00
				Ed@ 10.3%	2,16,300.00
					23,16,300.00
				CST @ 2%	46,326.00
				Total landed cost	23,62,626.00

(Rupees Twenty Three Lakh Sixty Two Thousand Six Hundred and Twenty Six only)

Terms and Conditions:

01	Price	Firm & FOR destination basis.
02	Excise Duty and Ed. cess	Extra as applicable within delivery schedule against documentary evidence .Present rate of ED & Ed. Cess @ 10.30%. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit

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03	CST	Extra @ 2% as indicated above against Form 'C'
04	Pack & Forwarding.	Nil
05	Payment	100% within 21 days of receipt and acceptance of material or from the date of receipt of Bill, whichever is later at consignee end.
06	Delivery	The delivery should be completed within Three months from the date of receipt of order. Delivery Shall be reckoned from 10th day of issue of order.
07	Guarantee/ Warranty	The firm shall furnish the manufacturer's composite guarantee for satisfactory performance for 18 months from the date of receipt and acceptance of the material at consignee end or 12 months from the date of fitment on the Equipment, whichever is earlier. In case of any defect the materials should be replaced within 30 days from the date of receipt of intimation.
08	Price Fall & LD Clause	Applicable as per Annexure-I (enclosed)
09	Logo	Item supplied should be embossed with the logo/identification tag.
10	After Sales Service	To be provided by you to end user.
11	Fitment Guarantee	Firm shall provide fitment guarantee for the items in above model of Shovels without any alteration e.g. addition or deletion. The design of the items should be exactly as per the OEM specifications.
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 certificate, proof of payment of freight charges if freight is claimed and documentary evidence of Excise Duty payment.
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 inspection authority at Consignee's end.
16	EMD & Security deposit	Exempted as registered with NSIC
17	Mode of dispatch	By Road on freight paid basis.
18	Price certificate	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 or others..
19	Inspection & Test clause	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. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. ii) 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.

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		<p>iii) 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>iv) 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>v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
20	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 consideration in their quotations.</p>
	Integrity Pact	You have signed Integrity pact issued with NIT . Shri Naresh Chaturvedi, IAS.(Retd),CL-14,Salt Lake,Kolkata-700091, 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. Copy of 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.

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Encl : Annexure-I

N.B:- This issues with the approval of Competent authority.
This order is placed against Indent No.: 1000/GN/13-14/0292 dt 28.08.13 (IR no. 613217 dtd 12.11.2013) .

Budget Certification No.: BCCL HQ/Pur.Fin./Store Budget/Rev Budget/14-15/HEMM Spares/HQ Excv/362 dated 26.12.2014 for Rs 29,88,159.00 and FC no.359 dtd 26.12.2014 for 29,88,159.00 .

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


(Saquib Aftab)
AM(MM)


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

Copy to -

1. GM (Excv), BCCL, Koyla Bhawan
2. GM (F)MM, Pur-Fin, BCCL, Koyla Bhawan
3. Depot Officer, Block-II, BCCL, Dhanbad
- ✓ 4. Tech. Cell, MM Division, Koyla Bhawan
5. Office copy/Master copy
6. Shri Naresh Chaturvedi, IAS,(Retd),CL-14,Salt Lake,Kolkata-700091

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.