



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/611079/ Compressor/182M shovel /12-13/24

Dated: 09.05.2012

To

Purchase order

By Regd post

M/s UD Marketing Pvt Ltd  
P-25 Transport Depot Road  
Kolkata 700088, India

Vender code: 1/12/D/T/159

Fax no. 033 24486073

Sub:- Supply of Air compressor for 182M Shovel.

Ref –1. L.T no. PUR/611079/Compressor/182M Shovel/11-12/59 dtd 16.09.11 opened on  
20.10.2011 and your Offer no. 44568 dtd 18.10.2011 authorisation of IR ref no. IR/GEN  
dtd 18.10.2011 and subsequent letter dtd 21.11.2011,dtd 10.01.12,and dtd 06.03.12

Dear Sir,

With reference to above, we for and on behalf of BCCL, hereby place order for supply of  
Air Compressor for 182M Shovel, as per detailed specification, rate, value, terms and conditions  
mentioned below:-

**Scope of Supply**

Sl no.	Item des./Part no.	Qty in nos.	Basic Rate in Rs.	Value in Rs.
01	Compressor/ Model 2545	01	75000.00	75000.00
			Packing & Forwarding Charges@2%	1500.00
	Mat code-15557994492		Sub-total	76500.00
			CST@2%	1530.00
			Freight@1% of basic rate	750.00
			Total Landed in Rs.	78780.00

(Rs. Seventy Eight Thousand Seven Hundred Eighty Only)

**TERMS & CONDITIONS**

01	Price	Firm and FOR destination
02	CST	Extra as applicable . Present rate is @2% against Form "C". ED-Not applicable Freight applicable extra against documentary evidence limited to 1%of basic.
03	Payment	100% payment within 21 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) which you are requested indicate your EFT A/c no. name of Bank branch, MICR code/IFSC code, RTGS code in

		your invoice for facilitating payment through EFT.
04	Delivery	Within 4-6 Months from the date of receipt of purchase order.
05	Fitment Guarantee	The firm will submit a Certificate of Fitment Guarantee that material will be fitted in the 182M Shovel sl no. S-308 of Muraidih OCP of Area-I without any modification (deletion/ addition).The design of the item should be exactly as per that of OEM.
06	Logo	Item supplied will have logo//identification mark/tag of the firm at non wearing surface
07	Warranty /guarantee	The material should carry warrantee/guarantee for period of 3years or 10000 working hours from the date of fitment. In case of premature failure, the defective parts will be replaced free of cost within 30 days of intimation .
08	Price Fall & L.D. Clause	Applicable as per Annexure-I (enclosed)
09	Security Deposit	NA
10	After Sales Service	You should provide after sales service to the end user.
11	Submission of Bills	100% value of bill duly stamped & pre-receipted in six copies 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, proof of payment of freight charges if freight is claimed with documentary evidence and other relevant documents as specified in the order.
12	Consignee	Depot officer Barora Area, Area-I BCCL Dhanbad
13	Paying Authority	GM (F) (Pur), Purchase Finance Department, BCCL, Koyla Bhavan, Dhanbad.
14	Inspection	By the representative of Consignee at Consignee's end.
15	Mode of Dispatch	By Road.
16	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>

		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.
17	Integrity Pact	You have signed Integrity pact issued with NIT . Mr Ashok Kr 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.

This purchase order/ contract is issued with the approval of competent authority.

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 failing which it will be presumed that the order has been accepted by you .

Encl:

Annexure-I

**Indent Nos. & date:**

i) RS/01/LP/10-11/771 dtd 19.10.10 (IR no. 611079 (11-12) dtd 29.06.2011

**Budget Certification no.& date:** BCCL/HQ/Pur..Fin./Store Budget/Adhoc Budget/2012-13/  
/HEMM Spares/HQ Excv/42 dt 4.05.12 for Rs.**78780.00 only** and FC no. 17 dtd 4.05.12  
for Rs 78780.00

For and on behalf of BCCL  
Yours faithfully,

(A K Sinha)  
Sr Manager(MM)

Copy to:-

1. GM (Excv.), Koyla Bhavan
2. GM (F)MM (Pur), BCCL, Koyla Bhavan
3. Depot officer ,Area-I, Barora Area,BCCL, Dhanbad
4. Tech. Cell. MM Divn. Koyla Bhavan
5. 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 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 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.

### **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.