



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: Ref. No.: Pur/200038/Spares/195BE shovel/11-12/ 283

dtd 27.03.2012

To

Purchase order

M/s Bijur Delimon India Pvt Ltd
B5&6, "A " Block,S.N.S. Arcade ,
Air port Road
Bangalore 560017
FAX-080 26911308

VENDOR CODE: 1/17/M/T/051
BY REGISTERED POST

Sub: Supply of Spares for 195 BE shovel.

Ref: LTE Tender No. Pur/200038/Spares/195 BE shovel/10-11/65 opened on 08.11.2010
and your Offer no. PRO-35437/BCCL/MKS dtd 26.10.2010 and subsequent letter dtd
04.01.2011 and dtd 08.02.2012 .

Dear Sir,

With reference to above, we, for and on behalf of BCCL, hereby place order for
supply of spares suitable for 195 BE Shovel of Barora Area, as per details specification, price
terms and conditions mentioned below:

Scope of Supply:

Sl. No.	Mat code	Description	Part no.	Quantity	Basic rate Rs.	Extended value in RS
4	15503992541	Metering Valve	DD44/DD54250	4	18718.00	74872.00
5	15503992846	Reversing Valve Assly	37149115M1FR-10	2	126000.00	252000.00
6	15503992617	Solenoid valve	V10626A1/U10826A1	2	25375.00	50750.00
7	15503992629	Pressure guage	U902F	2	2948.00	5896.00
8	15503992676	Relay	ZV193	3	19360.00	58080.00
9	15503992743	Relay	65012060	1	15161.00	15161.00
10	15503992822	Relay	U6521060/U6521260X	4	46521.00	186084.00

				Sub Total in Rs	642843.00
				CST @ 2% Extra	12856.86
				Landed in Rs	6,55,699.86

(Rs Six lakh fifty five thousand six hundred ninety nine and paise eighty six only)

Terms and Conditions:

01	Price	Firm & FOR destination basis.
02	Pkg. Fwdg. &Frt& Ins.	To be borne by the firm
03	CST	Extra as applicable ;Present rate @ 2% against Form C.
04	Payment	100% within 30 days of the receipt and acceptance of goods at consignee's end or from the date of receipt of Bill, whichever is later at consignee end . Payment shall be made through Electronic fund transfer (EFT) for 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.
05	Delivery	Delivery should be completed within 6-9 months from the date of receipt of order
06	Warranty	The item should carry a warranty of 12 months from the date of fitment or 18 months from the date of receipt and acceptance which ever is earlier. In case of premature failure , the defective parts will be replaced free of cost within 45 days of intimation.
07	Price Fall & LD	Applicable as per NIT
08	Logo	Items to be supplied will be embossed with logo/identification mark and sr no. if any in a place where normal wear is not possible.
09	After Sales Service	You will provide after sales service to end user if required.
10	Fitment Guarantee	The firm must give fitment guarantee regarding fitment of spares in the 195BE shovel of Barora Area without any alteration (deletion / addition). Items must be as per design of OEM.
11	Submission of Bill	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 etc as specified in the supply order ,
12	Paying Authority	GM (F) MM, BCCL, Purchase Finance Department, Koyla Bhavan, Dhanbad
13	Consignee	Depot Officer, Reg. Stores, Area-I,Barora Area. Dhanbad, .Jharkhand , India
14	Inspection	By the representative of GM (Excv)/Consignee at Consignee's end
15	Force Majeure clause	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: a) The successful bidder will , in the event of his having to resort to this clause by

		<p>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>
16	Mode of dispatch	By Road on Freight paid basis
17	Security Deposit	<p>The firm is required to deposit security money in the form of Bank Draft drawn in favour of “Bharat Coking Coal Limited” payable at Dhanbad, or by way of Bank Guarantee of any schedule Bank for 10% value of the order (value means F.O.R destination price) i.e. Rs.65570.00 within 15 days from the date of receipt of order. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Bank Guarantee for Security money should be valid for three months beyond the delivery period .</p> <p>(BG –Format enclosed)</p>
18	Price certificate	You will certify on the body of the Bill that prices charged to BCCL is not higher than charged to any other Govt. Deptt./PSU including CIL or its subsidiaries/other organisations.
19	Make	Bijur Delimon (Farval-USA)
20	Auditors certificate of custom duty	Auditor's certificate that they have paid custom duty and other applicable duties as per prevailing custom rate and refund if any shall be passed on to the buyer should be submitted along with supplies/bills.
21	Import documents	<p>You will submit the following import documents along with supply</p> <p>a) Copy of Principal Invoice /Packing list</p> <p>b) Copy of Bill of Entry</p> <p>c) Copy of Bill of Lading /Airway bill</p> <p>d)country of origin</p> <p>All the above copies of required documents must be shown to the consignee for verification and necessary endorsement and after verification original copy to be returned.</p>
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 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. 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 .

Indent No. This order is placed against Indent No. RS/01/LP/09-10/1116 dtd 21.01.2010 and RS/01/LP/09-10/1130 dtd 28.01.2010 (IR.No.0038/10-11 dated 15.06.2010)

Budget Certification No. :- BCCL/ HQ/Pur. Fin./Stores Budget/Adv. budget/2012-13/HEMM Spares/HQ Excv/14 dt. 12.03.2012 for Rs.1079403.00 and FC no. 03 dtd 24.03.12 for Rs 926746.87 only. (for this order value in -Rs 6,55,699.86)

Encl:a.a

For & on behalf of Bharat Coking Coal Ltd

Yours faithfully,

(A K Sinha)
Sr. Manager (MM)

Copy to:-

1. GM (Excv.), Koyla Bhavan
2. GM (F)MM (Pur-Fin), BCCL, Koyla Bhavan
3. Depot Officer, Regional Stores Barora Area , BCCL Dhanbad
4. Tech. Cell. MM Divn. Koyla Bhavan
5. Office Copy/Master Copy
6. CGM, Special Cell ,CMPDI, Kanke Road, Ranchi.

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 even t 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.

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

(on a non judicial stamp parer of value Rs 250/)

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

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

(on a non judicial stamp parer of value Rs 250/)