



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005

Phone No. 0326 – 2230181
FaxNo. 0326 -2230183)

Ref. No.: Pur/611069/Rotor Assy/ P&H Shovel/12-13/37

dtd 30.05.2012

**PURCHASE ORDER
BY REGD. POST**

To
The Standard Alloy Steel Industries
4/6 New Palasia
Raj Bhawan
Indore 452 001

Vendor Code:
1/16/M/S/011

Dear Sir,

Sub: Supply of Rotor Assly for P&H 1900AL Shovel

Ref: i) Tender No. Pur611069/Rotor Assy/P&H 1900AL shovel/11-12 /Global/e-tender/51
Dtd 11.07.11 opened on 07.09.11(off line) & dtd 08.09.11 (on line).

ii) Your offer No.WS/6380/B-8/11 dtd 5.09.2011and subsequent letter no. WS/6532/B-8/11 dtd 12.11.2011and dtd Ws/6890/B-8/12 dtd 30.04.2012

With reference to above, we for and on behalf of BCCL, hereby place order for supply of Rotor Assembly suitable for 1900 P&H Shovel at the following price quantity, rate value technical specification and terms and conditions:

Sl.	Item description & Part No.	Material Code	Quantity	Rate (Rs.)	Value (Rs.)
01	Rotor Assembly – 3474E521	15505050594	04 Nos.	1051413.00	4205652.00
			Extra ED & Cess @ 12.36%		519818.59
			Sub-total:		<u>4725470.59</u>
			Extra CST @ 2% against Form 'C':		94509.41
			Total Landed value in Rs:		<u>4819980.00</u>

(Rupees Forty Eight Lakh Nineteen thousand nine hundred eighty only.)

Detail Technical specification :

This item is to be suitable for Magnetorque Clutch Assly (Pt no. /Model- 910J323F5/ L19-54F11)of P&H 1900 AL shovel. Each Magnetorque clutch assly require 02 nos of rotor Assly. offered items should be suitable for fitment to existing Magnetorque Clutch Assly of P&H 1900 AL shovel (sl no. –KF0087 to KF0090 & KF0098) without any modification (deletion /addition).The design of the item should be exactly as per that of OEM. This assembly is four segment rotor rotating in the field member bearing part no.-2474N5009 & driven by 600HP AC Motor.

Terms and Conditions :

01	Price	Firm & FOR destination basis.
02	Excise Duty	ED and cess there on 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 Edu.Cess. The excise invoice shall contain the informations as detailed in the order for enabling BCCL to avail CENVAT Credit.
03	CST	Extra as applicable within delivery period. Present rate @ 2% extra as indicated above against Form 'C'.
04	P/F, Frt. Ins.	Nil
05	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 The Standard Alloy Steel Industries.</td></tr><tr><td>02. Address</td><td>4/6, New Palasia,Indore-452001(MP)</td></tr><tr><td>03.Bank A/c no. of Payee</td><td>30271974899</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>Old Palasia Branch RTGS code-SBIN0003432</td></tr></table>	01.Name of the payee	M/s The Standard Alloy Steel Industries.	02. Address	4/6, New Palasia,Indore-452001(MP)	03.Bank A/c no. of Payee	30271974899	04.Name of the Bank	State Bank of India	05. Name of the Branch & Branch code	Old Palasia Branch RTGS code-SBIN0003432
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06	Delivery	Delivery should be completed within 6 months from the date of confirmed order. Early supply will be accepted and appreciated										
07	Warranty/Guarantee	The firm shall furnish manufacturers guarantee for a period of 12 months from date of commissioning or 18 months from date of delivery, whichever is earlier.										
08	Price Fall & LD Clause	Applicable as per Annexure-I										
09	Logo	Item supplied will be embossed with logo/identification mark and sl no. if any of the firm preferably at non-wearing surface.										
10	After Sales Service	Firm should provide after sales service on call. Any complaint should be attended within 7 days of reporting and resolve within 21 days.										
11	Fitment Guarantee	The firm should give guarantee of fitment of the item in the P&H 1900 AL shovel of Block-II Area without any alteration ie addition or deletion. The design of the item should be exactly as per that of OEM.										
12	Performance Bank Guarantee	A performance Bank guarantee (PBG) on scheduled /Nationalised Bank in India on non judicial stamp paper for 10% of the value of the order as a coverage towards performance against the contract must be submitted to MM division Koyla Bhawan on or before commencement of supply. The PBG should be valid for 18 months from the date of receipt and acceptance of material as per format enclosed as Annexure-II. No payment will be made without submission of the PBG. The order value means FOR Destination prices including taxes , duties, transportation, insurance or other charges if any) .										
13	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>										
14	Consignee	The Depot Officer, Block-II Regional Store, BCCL, Dhanbad. Necessary Road Permit to be provided by you to the firm for dispatch of the material within delivery schedule.										

15	Paying Authority	GM (F)MM, Purchase Finance Department, Commercial Block , Koyla Bhawan , BCCL, Koyla Nagar, Dhanbad, Jharkahnd. PIN : 826 005																						
16	Inspection	Inspection shall be carried out at the consignee end by representative of GM (Excv) after the receipt of materials.																						
17	EMD & SD	Exempted as registered with NSIC.																						
18	Mode of dispatch	By Road on freight paid basis.																						
19	Price certificate	You shall certify on the body of the bill/invoice that the price s charged are the lowest and same as applicable to all Gov. Deptt./Public undertaking including CIL and its subsidiaries.																						
20	Submission of Bills:	<p>a)Supplier shall have to submit bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.</p> <p>b) The consignee shall then send SR notes , challan, Inspection note and five copies of bills (including the original) and any other requisite documents to the paying authority.</p> <p>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.</p> <p>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</p> <p>ii) Statutory particulars in respect of both the supplier and Consignee.</p> <table><tr><td>Supplier(Consignor)</td><td>Consignee:Depot officer, BlockII Regional Stores</td></tr><tr><td>Name &Address</td><td>Assessee BCCL- Bharat Coking Coal Ltd ,Block-II Area Nawa garh, Dhanbad Jharkhand 828306</td></tr><tr><td>TINno.</td><td>TINno.20821500736</td></tr><tr><td>JST no.</td><td>JST no. KT-651(R)</td></tr><tr><td>CST no.</td><td>CST no. KT254(C)</td></tr><tr><td>Circle/Subcircle-</td><td>Circle/Subcircle-Katras Circle,Katras ,</td></tr><tr><td>Service tax regd no.</td><td>Service tax regd no. AAACB7934MST016</td></tr><tr><td>Cen Ex. Duty Regd no.</td><td>Cen Ex. Duty Regd no.AAACB7934MEM007</td></tr><tr><td>Range code-</td><td>Range code-Dhanbad -02</td></tr><tr><td>Division code-</td><td>Division code- Dhanbad -02</td></tr><tr><td>Commissionerate -</td><td>Commissionerate Ranchi code -87</td></tr></table>	Supplier(Consignor)	Consignee:Depot officer, BlockII Regional Stores	Name &Address	Assessee BCCL- Bharat Coking Coal Ltd ,Block-II Area Nawa garh, Dhanbad Jharkhand 828306	TINno.	TINno.20821500736	JST no.	JST no. KT-651(R)	CST no.	CST no. KT254(C)	Circle/Subcircle-	Circle/Subcircle-Katras Circle,Katras ,	Service tax regd no.	Service tax regd no. AAACB7934MST016	Cen Ex. Duty Regd no.	Cen Ex. Duty Regd no.AAACB7934MEM007	Range code-	Range code-Dhanbad -02	Division code-	Division code- Dhanbad -02	Commissionerate -	Commissionerate Ranchi code -87
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The firm would submit certificate of auditor that refund /credit, if any obtained in respect of Excise duty shall be passed on to the buyer(BCCL).																								

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 NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS

N.B:- This issues with the concurrence of D(F) vide diary no. 2/112 dtd 16.05.2012/22.05.2012 and approval of CMD vide diary no. 501/F dtd 23.05.2012. 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.:1000/GN/10-11/0272 dtd 02.09.2010,IR no. (611069 (11-12) dtd 17.06.2011

Budget Certification No.: BCCL HQ/Pur.Fin./Store Budget/Rev. Budget/12-13/HEMM Spares/HQ Excv/79
dated 29.05.12 for Rs 4819980.00 and FC no. 29 dtd 29.05.2012 for Rs 4819980.00

Encl : Annexure-I & Annexure-II

Yours Faithfully,

(A K Sinha)
Sr Manager (MM)

Copy to –

GM (Excv), BCCL, Koyla Bhawan
General Manager (F), Pur-Fin BCCL, Koyla Bhawan, Dhanbad
Depot Officer, Block-II Regional Stores, BCCL, Dhanbad
Tech. Cell, MM Division, Koyla Bhawan
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.

The bidder should confirm their acceptance of the above clauses.

SM (P)

LETTER OF PERFORMANCE GUARANTEE
ANNEXURE-II

1. Messers ----- a company having its office at -----
-----hereinafter called the Seller has entered into a Contract
No.-----dt.----- (hereinafter called the said Contract) with Bharat
Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the
said Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment will be
made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee
for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by
the seller as security for the due and faithful performance of the terms of the said contract and against any loss
or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or
conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to
give the guarantee herein after contained.

2. We,----- Bank Ltd. do hereby undertake to pay the amounts due and payable under this
guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by
way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by
the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure
to perform the said contract. Any such demand made 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 seller
has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or
legal proceeding is pending between purchase and the seller regarding the claim. However , our liability under
this guarantee shall be restricted to an amount not exceeding -----.

3. We,----- Bank Ltd., further agree that the guarantee herein contained shall come into
force from the date hereof and shall remain in full force and effect during the period that would be taken for the
performance of the said contract and that it shall continue to be enforceable till all the dues of the purchase
under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the
terms and conditions of the said contract have been fully and properly carried out by the said seller and
accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us in writing
on or before the ----- (date to be given-----months from the date of Bank Guarantee) we shall
be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our
consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions
of the said contract or to extend time of performance by the said seller(s) 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 seller and to
forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from
our liability by reason or any such variation or extension being granted to the said seller or for any forbearance
act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such
matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an
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 this purchaser the said sum of ---
----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We ,----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the
previous consent of the purchaser , in writing.

6. 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.

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

Date----- Day of -----20

For ----- Bank Limited

Signature of the authorised person
for and on behalf of the Bank