



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/611037 /Kwik tip adopter etc/24/96 Dragline/trial/12-13/ 52

dtd. 20.06.2012

Supply order (Trial)
BY REGD./SPEED POST

To
 M/s.Amit Enterprises Pvt Ltd .
 56,E Hemanta Basu Sarani, ,
 Room No .47/1 Stephen House,
 Kolkata 700001,

Vender code : 1/12/M/T/036

Fax no. 03322429423

Sub: Supply of Kwik Tip Adopter,Tip point etc for (24/96)W2000 Dragline
 Ref: i)TE no. Pur/611037 /Kwik tip adopter etc/24/96 Dragline/e tender/ trial/e-
 tender/102 opened on dt 31.10.2011 (off Line) and dtd 01.11.2011 (On line)
 ii) Your offer no. AEPL/BCCL/HQ/11-12/11 dtd 20.10.2011 and subsequent
 letter dtd 02.02.12and dtd 26.05.2012.

Dear Sirs,

With reference to above, we for and on behalf of BCCL hereby place trial order for supply of Tooth point adopter etc for (24/96)W2000 Dragline. The supply shall be governed by the specifications, rate, terms & conditions mentioned hereunder :

Scope of Supply :

SL NO	Mat code	Part no.	DESCRIPTION	QTY	Unit price	Ext.value in Rs.
01	11301040574	91101-675	Kwik TIP Adopter	05	3500.00	17500.00
02	11301990027	91101-539	KwiK TIP Point	05	1200.00	6000.00
03	11301040594	91101-674	Fluted Wedge	05	300.00	1500.00
04	11301040559	91101-673	Fluted Spool	05	300.00	1500.00
05	11301040594	91101-541	Kwik Tip Pin	10	20.00	200.00
06	11301040602	91101-542	Snap ring Lock	10	10.00	100.00
				Sub total		26800.00
			Ed with ed.cess Extra @ 12.36%			3312.48
			CST Extra @2%			602.25
			Landed value in Rs			30714.73

(Rs Thirty thousand Seven hundred fourteen and paise seventy three only)

TERMS & CONDITIONS:

1.Price: FIRM and FOR destination .

2. Excise Duty and Cess on ED :Extra as applicable against documentary evidence .present rate of ED with Cess is 12.36%. Document gate pass in favour of BCCL will have to be submitted along with the bill..The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail

CENVAT Credit The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit.

3. Central Sales Tax: Extra as applicable present rate is @ 2% against Form-C.

4.Packing & Forwarding and Insurance Charges: Nil

5.Freight :Nil

6. Payment Terms: "100 % payment will be made after achieving the guaranteed working hours by the supplied items. No payment will be made for items which do not achieve the warrantee/guarantee period. Payment as specified above will be released within 21 days from the date of receipt of the performance of all the items."

Payment would be made through e-payment the details of which is as under:

01.Name of the payee	Amit Enterprises Pvt Ltd
02. Address	56 E Hemanta Basu Sarani,Room no. 47/1,Stephen house, Kolkata 700001
03.Bank A/c no. of Payee	30208881241
04.Name of the Bank	State Bank of India ,
05. Name of the Branch & Branch code	Kolkata , Branch code-4125

7. Delivery: Delivery should be completed within 12-16 weeks from the date of receipt of order.

The items are to be supplied in **One set consisting of above six items.**

8.Paying Authority: GM (F)MM, Purchase Finance Department, Commercial Block , Koyla Bhawan , BCCL, Koyla Nagar, Dhanbad, Jharkahnd..

9. Consignee: The Depot Officer, Block-II Area, BCCL, Dhanbad,.

10. Security Money : You 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 Rs. 3072.00 within 15 days of receipt of order. Bank Guarantee should be valid for six months from date of supply.(BG for SD format enclosed)

11.Warrantee/ For 400 hundred hours of working against poor workmanship and premature failure for item sl no. 2,5 &6 and 1200 hours of working for item sl no. 1,3 &4.

12. Logo: The item supplied shall be embossed with Logo(AEPL)and serial no. preferably at non wearing surface.

13. Fitment Guarantee: The firm should give a guarantee of fitment of the item in the 24/96 Dragline W 2000 of Block II Area without any alteration i.e addition or deletion. The design of the item should be exactly as per that of OEM.

14. After Sales Service: You shall provide after sales service to the end user.

15. Inspection : Final inspection shall be carried out at the consignee end after the receipt of materials.

16.Penalty for failure to supply in time/Price fall clause: As per NIT (Enclosed as Annexure-I)

17. Submission of Bill : Pre receipted stamped original bill for 100 % value in 6 (Six)copies along with L/R, packing list, delivery challan and all other documents if specified in the order viz. Fitment guarantee, Warrantee certificate ,inspection certificate etc be submitted to the paying authority through the consignee.

18. 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 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.
- 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.
- 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.

19. Mode of dispatch : By Road on freight paid basis.

20. 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:

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- 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.

21. Jurisdiction : Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only.

22. ED refund credit Certificate 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 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.

This order is placed against Indent No. 1000/GN/10-11/0230 dtd 04.08.2010 of Block-II Area
IR no. 611037 dtd 25.04.2011

Budget Certification No.: BCCL HQ/Pur.Fin./Rev Budget/2012-13/HEMM Spares/HQ Excv/116
dated 16.06.2012 for `30714.73 (Rs Thirty thousand seven hundred fourteen and paise seventy three only)
and FC no. 41 dtd 16.06.2012

Encl : Annexure-I

Yours faithfully,

(A K Sinha)
Sr Manager (MM))

Copy to:-
General Manager (Excv.), Koyla Bhavan
GM(F)MM ,Purchase Fin Deptt. Koyla Bhavan.)
Depot officer , Block –II Area BCCL
Tech. Cell, MM Divn./ 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.