



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/611185/ Clutch complete/12-13/ 66

Dated: 04.07.2012

To
 M/s SIMCO..
 Kamalya Centre
 2nd Floor, Room no. 234
 156 A ,Lenin Sarani
 Kolkata-700013
 Fax- 03322152556

Purchase order
 VENDOR CODE: 1/12/D/T/030
 BY REGISTERED POST

Sub:- Supply of Clutch Complete for Pinguely Crane.

Ref –1. Tender no. PUR/611185/ Clutch/Pinguely Crane/AIV/11-12/95 dtd 29.12.11
 opened on 12.04.2012 (extended).

2.Your Offer no. SIM/BCCL/Q/11-12 dtd 28.03.2012 and subsequent letter Ref. no.
 SIM/BCCL/Q/11-12 dtd 10.05.2012 with authorisation of Pinguely Haulotte -France dtd
 09.01.12

Dear Sir,

With reference to above, we for and on behalf of BCCL, hereby place order for supply of
 Clutch Complete suitable for Pinguely Crane , as per technical specification ,price rate value and
 other terms and conditions detailed hereunder: :

Scope of Supply

Sl no.	Item des./Part no.	Qty	Rate in Rs.	Value in Rs.
01	Clutch Complete Part no. 130000077/ 01680J30000077 Model – Pinguely Crane	1 set	528570.00	528570.00
			CST @2% extra	10571.40
	Make – Pinguely Haulotte, France		FOR destination value in Rs.	539141.40

(Rs. Five lakh thirty nine thousand one hundred forty one and paise forty only.)

TERMS & CONDITIONS

01	Price	Firm and FOR destination
02	CST	Extra @ 2% against Form C
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

04	Delivery	Supply to be completed within 4-6 weeks from date of receipt of order.
05	Fitment Guarantee	The firm should give a guarantee regarding fitment of the items in Pinguely Crane of VOCP of Area –VI without any alteration i.e. (deletion/addition) .The item must be as per design of OEM.
06	Logo	The firm should confirm that the items supplied shall have logo/ identification tag /identification mark of the firm, preferably at a non bearing surface.
07	Warranty	18months from the date of delivery and acceptance or 12 months from the date of fitment whichever is earlier in respect of manufacturer's proper design, quality and workmanship of the item, the correctness of the item and their proper fitment on the machine for which same are ordered.
08	Price Fall & L.D. Clause	Applicable as per Annexure-I (enclosed).
09	Security Deposit	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.53914.00/- 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 .
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 and any other relevant documents as specified in the order.
12	Consignee	Depot officer , Area -VI, Kusunda Area , 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 on freight paid basis.
16	Price certificate	The Firm will certify on their Bills that the prices charged to BCCL is lowest and same as charged to other CIL subsidiaries/Govt. Under Taking/ Deptt and DGS&D.
17	Import documents	<p>The following import documents are required to be submitted with each supply :</p> <ul style="list-style-type: none"> • Self attested copy of Bill of Entry • Self attested copy of Bill of Lading/Airway bill • Self attested copy of Packing list of Principals or invoice <p>The original copy of the above should be submitted which shall be returned after verification and endorsement by consignee and paying authority.</p>
18	Integrity Pact	You have signed Integrity pact issued with NIT . Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be

	independent external monitor against this tender/ contract.
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.

This contract is concluded with the issuance of this order

Encl : Annexure-I ,Format for security deposit

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

(A K Sinha)

Sr. Manager (MM)Pur

N.B:- This issues with the concurrence of GM (F) vide diary no. 1222/F dtd 27.06.2012 31.05.12 and approval of DT(OP)vide diary no. 1838/F dtd 30.06.2012 .

This order is placed against Indent No.: RS/VI/HEMM/11-12/05 dtd 22.04.2011, IR no. 611185(11-12) dtd 14.11.2011

Budget Certification No.: BCCL HQ/Pur.Fin./Store Budget/Rev Budget/12-13/HEMM Spares/HQ Excv/148 dated 03.07.2012 for Rs 539141.40 and FC no. 55 dtd 3.07.2012 for Rs 539141.40

Copy to:-

General Manager (Excv.), Koyla Bhavan
Depot Officer, Area VI, Kusunda Area , BCCL, Dhanbad
GM(F)MM ,Purchase Fin Deptt. Koyla Bhavan.)
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 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.

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

(on a non judicial stamp paper 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