



**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/615232/EKG Spares/16-17/140

dtd 25.10.2016

**PURCHASE ORDER
BY REGD.POST**

Vendor code- 1/13/M/X/135

Vendor Type: NSIC

To
M/s R Traders,
OM Bhawan, Dhansar,
Dhanbad - 828106
Phone : 9431729627
e-mail: r_traders_dnb@yahoo.co.in

Dear Sirs,
Sub: Supply of Spares for EKG 5.0 Shovel.
Ref:: 1. Our Tender no. BCCL/Pur/615232/Spares/EKG/Retender/09 dt 27.05.16 opened on 27.06.16.
2. Your online Offer id 108963 dated 15.06.16.

With reference to the above, we for and on behalf of BCCL hereby place our order on you for the supply of Spares for EKG 5.0 Shovel as per rates and terms and conditions detailed hereunder:

Scope of supply:

Ten. SL. NO	DESCRIPTION	QTY in no.	Unit rate Rs	Value in Rs.
1	CABLE CONDUIT KIT 50SQ MM FROM LV TO PROPEL MOTOR MC: 15501963001	1	12500.00	12500.00
5	VCB RESISTANCE FOR 400AMPS VACCUM CONTACTOR MC: 15501963025	2	1250.00	2500.00
8	SHUNT FOR HOIST GENERATOR MC:15501999811	2	2650.00	5300.00
9	CABLE CONDUIT KIT 50SQ MM, CROWD GEN TO DC PANEL MC:15501977502	1	18825.00	18825.00

10	CABLE CONDUIT KIT 50SQ MM, CROWD MOTOR TO DC PANEL MC: 15501998922	1	20500.00	20500.00
			Total	59,625.00
			VAT @5%	2981.25
			Total landed cost	62,606.25

Round of to Rs 62,606.00

(Rs Sixty Two Thousand Six Hundred and Six only)

TERMS & CONDITIONS:

1.Price: FIRM and FOR destination .

2. Excise Duty and Cess on ED : NOT APPLICABLE. However, if applicable, ED shall be paid at actual at the rate ruling on the date of supply within the schedule delivery period against documentary evidence.

3. . Sales Tax: VAT Extra @ 5%.

4.Packing & Forwarding & Insurance Charges: Nil

5.Freight : Nil

6. Payment Terms: 100% payment shall be made within 21 days of receipt and acceptance of materials or from the date of receipt of bills, whichever is later by the consignee.

7. Delivery: within 02 months from the date of order. Delivery will be reckoned from the 10th day of issue of order.

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

9. Consignee: The Depot Officer, CV Area, BCCL, Dhanbad,.

10. Security Money : Not applicable .

11.Warrantee/Guaranty: 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier in case of conduit kit. For fuse standard warranty for proper fitment & quality will be applicable

12. Logo: The make, symbol, identification mark of manufacturer and part no (if any) should be clearly embossed/engraved/punched or otherwise legibly indicated wherever possible on each and every item at visible place which is not subject to normal wear and tear.

13. Fitment Guarantee: The supplied item should be suitable for fitment to the subject accessories/ equipment/machine without any modification.

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 Annexure-I (enclosed)

17. Inspections and Tests: The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods

having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

18. Submission of Bill : Pre receipted stamped original bill for 100 % value along with 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.

19. 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.

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

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

22. You have signed Integrity pact issued with NIT . Shri Naresh Chaturvedi JAS(Retd.)

CL-14, Sector-II, Salt Lake, Kolkata- 700 091, will be independent external monitor against it.

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.


Indent No. & date:

CVR/IND/0000165 dated 30.04.15 & CVR/IND/0000166 dated 30.04.15

Budget certification No. & date:

BC no BCCL/HQ/Pur Fin/Store Budget/Revenue Head/16-17/HEMM Spares/236 dt 22.10.16 for Rs 62,606.00 eBC no 418 and FC no. 162 for Rs 62,606.00 dtd 22.10.16. eFC no 307


25/10/16
Shivam Pandey
AM(MM)

Yours faithfully,

A.D. Santhish
Chief Manager (MM)

For & on behalf of Bharat Coking Coal Ltd.

Copy to:

1. GM (Excvn.), Koyla Bhawan.
2. CM (F)MM/HOD, Purchase Finance Deptt., Koyla Bhawan.
3. Depot Officer, Regional Stores, CV Area, BCCL Dhanbad
4. Area Manager(Excv), CV Area, BCCL Dhanbad
5. Technical Cell
6. Office Copy , Master Copy.
7. IM: Shri Naresh Chaturvedi IAS(Retd.), CL-14, Sector-II, Salt Lake, Kolkata- 700 091

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.