



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

GRAM ; KOKINGKOL
(Phone : 0326 – 2230181
(Fax No. 0326 -2230183)

Ref. No.: Pur/612158/Spares/EKG 4.6/5/13-14/ 05

dtd 08.04.2013

Purchase order/Speed Post

Vendor Code: 1/13/M/P/005

Vendor Type : OEM

To,
 M/s. Heavy Engineering Corporation Limited
 Marketing Deptt, HMBP
 Ranchi-83004
 FAX: 0651-2408166/2408571

Ref: i)STE Tender No. Pur/612158/Spares/EKG 4.6/5/12-13/101

opened on 04.12.2012

ii) Your offer No.HMB/MKTG/D.3/BCCL/2.0542/2012-13 /2094 dated 25.11.2012.

Dear Sir,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares for EKG 4.6/5Cum Shovel at the price, terms & conditions as detailed herein under:

Scope of supply :

SL. NO	DESCRIPTION	PART NUMBER	QTY in no.	Unit rate	value in Rs.
01	Low Voltage Ring Type Current Collector Assy. Mat Code: 94096991684	K-5AT (BHEL Type) 10Ring	4	55770.00	223080.00
				total	223080.00
				Excise duty @12.36%	27572.68
		Total			250652.68
		VAT@14%			35091.37
		Landed cost			285744.06
		Rounded off to Rs		285744.00	

(Rs. Two lakhs Eighty Five Thousand Seven Hundred and Forty Four only)

Terms and conditions :

01	Price	Firm and EX Works , Ranchi.
02	Excise Duty	Extra as applicable within delivery period, present rate 12%. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT credit.
03	Ed. Cess	Extra as applicable within delivery period, present rate 3% on ED.
04	Sale Tax	JVAT @1 4%
05	Payment	100% within 30 days of receipt and acceptance of materials or from the

06	Delivery	Within 4(Four) months from the date of receipt of order.
07	Warranty	For a period of 18 months from the date of receipt & acceptance or 12 months from the date of fitment, whichever is earlier. In case of any premature failure, the defective parts shall be replaced free of cost within 30 days of intimation.
08	Fitment Guarantee	The firm will give fitment guarantee certificate for the supplied parts in EKG 4.6/5 Shovel along with supply without any alteration (deletion/addition). Item must be as per OEM design.
09	Consignee	The Depot Officer, Regional Stores, Block-II Area, BCCL, Dhanbad .
10	Paying Authority	GM (F) (Pur.), BCCL, Koyla Bhawan, Koyla Nagar, Dhanbad.
11	EMD & Security	Exempted being a PSU
12	LD & Price Fall clause	Applicable As per Annexure-I
13	Identification of items/logo	Item supplied will be embossed with logo of the firm and sl no. if any in a convenient place where there is no wear of the component.
14	All other terms and conditions will be applicable as per NIT	
15	Inspection	By the representative of Consignee at Consignee's end
16	Submission of Bill	100% value of bill duly stamped & pre-receipted 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, and documentary evidence of Excise duty payment if claimed.
17	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>

18	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.
19	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. 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/BII/15/530/11-12 dt. 06.03.2012 (IR.No.612158 dated 27.09.2012

Budget Certification No. :- BCCL/ HQ/Pur. Fin./Stores Budget/Adhoc. budget/2013-14/HEMM Spares/HQ Excv/07 dt. 05.04.2013 for Rs.2,85,744.00 and FC no. 01 dtd06.04.13 for Rs 2,85,744.00 .

Encl :a.a

Yours faithfully,

(A.D.Santhish)
Chief Manager (MM)

Copy to:

- 1.GM (Excv.), Koyla Bhavan
- 2.Depot officer ,Block-II Area ,BCCL ,Dhanbad
- 3.Area Manager(Excv), Block-II Area, BCCL ,Dhanbad
- 4.GM (F)MM (Pur), Purchase Finance Deptt., Koyla Bhavan
- 5.Tech. Cell. MM Divn. Koyla Bhavan
- 6.Office Copy/Master Copy
- 7.Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064

ANNEXURE-A

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 5%.
- 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 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 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.