

**BHARAT COKING COAL LIMITED**

(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Commercial Block L-III , Koyla Bhawan
Koyla Nagar Dhanbad : 826 005

Phone: (0326)2230181
Fax: (0326)2230183
Under Jurisdiction of
Dhanbad Court and
Jharkhand High court only

Ref. No. Pur/612094//Spares for for EKG shovel /RC/12-13/103

dtd 05.09.2012

PURCHASE ORDER
BY REGD.POST

To
M/s. Subarnarekha Enterprises
3(I) Shree Gopal Complex
Katchery Road
Ranchi
Fax: 0651 204692

Vendor Code: 1/13/M/U/245

Ref : Supply of Spares for EKG 4.6/5A cubic mtr shovel against CCL RC No. CM (Excv-
/Pur)/III/EKG4.6 spares/Rc/2011/188 dtd 31.12.2011 with you.
Your Ref no. : SE/BCCL/12-13 dtd 15.07.12

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply
of Spares for EKG 4.6/5A shovel as detailed hereunder:

Scope of Supply :

Sr no.	Description of items	Qty in Nos.	Unit basic price(Rs.)	Extended value in Rs.
01	Gear Part no. 1003.19.07-1	02	190000.00	380000.00
02	Rack Pinion 1003.03.295-1/1040.03.23	04	41000.00	164000.00
			Sub total	544000.00
	Excise duty Payable extra at applicable rate present rate is @12%			65280.00
	Extra 2% edu cess and 1% sec & higher edu cess			1958.40
	JVAT payable Extra@5%			30561.92
			FOR Destination price (Landed)	641800.32

Rounded off to Rs 641800.00

(Rupees Six lakhs Forty One Thousand and Eight Hundred only)

Inspection fee @0.8% of FOR destination price plus service tax applicable to be paid to CMPDI as per CCL RC.. Note : Technical Parameters, Dimensions, physical and metallurgical properties of supplied items should be as per OEM's part no.

Basis of Price : Prices mentioned are on FOR Destination basis .

Packing& forwarding, Freight & insurance charges -NIL.

Excise duty : Payable extra on basic price at applicable rate, Present rate is 12%

You shall furnish Pre-receipted & stamped Excise cum Tax Invoice showing the amount of excise duty at applicable rate, 2% edu. cess & 1% secondary & higher edu. cess separately for availing CENVAT credit by BCCL along with original bills. The Excise cum Tax Invoice must contain all the information as required under rule 11 of Central Excise Rule 2002.

TAX: JVAT Payable extra @ 5% as per offer.(Input Tax credit as admissible shall be availed by BCCL).

NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account.

Warranty/Guarantee:

i) You shall be fully responsible for the manufacturer's warranty in respect of proper design, quality , workmanship, specifications, material composition, weight tolerance, finish dimensions, the correctness of the parts & their proper fitment to the machines without any modification & discharge the duties for which the same are ordered. The supplied items shall have a guarantee for a period of 24 months/5000 working hours from the date of fitment on the equipment or 30 months from the date of receipt & acceptance of material at consignee stores, whichever is earlier.

ii) **Warranty Replacement:-** In event of any warranty failure, the firm shall visit site for joint inspection & replace the defective material free of cost within 30 days of receipt of intimation from the user.

Security Deposit: Registered with NSIC, you are exempted from depositing Security Deposit.

Delivery: Supply to be completed within 90 days from the date of issue of supply order .

Payment Terms: 95% payment will be released against receipted challan of the consignee & remaining 5% payment will be released after 30 days of receipt & acceptance of materials.

BCCL shall be making payment through electronic fund transfer/RTGS system.

Consignee: Depot officer ,Central Stores ,Jealgora,BCCL, Dhanbad.

Paying Authority : GM (F)MM, Pur-Fin, Koyla Bhawan BCCL, Dhanbad.

Mode of Despatch: By Road transport only on door delivery basis at your risk.

Price Certificate: Please certify on the body of each & every bill that the prices charged are same as applicable to all other Govt. Deptt./Undertakings including DGS&D.

Identification Marks:- Identification Mark i.e. Maker's name etc should be embossed /engraved/punched on each item at a visible place which is not subject to wear & tear for convenience of identification at any point of time.

Price Fall Clause:- It will be condition of the order that all through the currency of the prices at which you shall supply stores ,shall not exceed the lowest price charged by you to any other agency including DGS&D. IN the event of price going down , you shall promptly pass on such information to enable this Company to amend the ordered rate.

- i) If at any time , during the said period , the contractor 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 contractor shall forthwith notify such reduction of sale price to the consignee concerned under intimation to the Chief General Manager(MM), BCCL, Dhanbad & the price payable under the contract for the stores supplied after the date coming into force of such reduction or sale shall stand correspondingly reduced.
- ii) The contractor shall furnish to the Consignee/Paying Authority concerned, with a copy to the Chief General Manager (MM), BCCL HQ, Dhanbad, a certificate in the following along with each bill.

"I/We certify that the stores of description identical to the stores supplied to the consignee concerned under the contract therein have not been sold by me/us to any other organization at the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the concerned consignee of the Contract."

Failure in the submission of aforesaid by the contract holder may result in with –holding of the payment of their bills against such supply.

Jurisdiction: The Court at Dhanbad in Jharkhand State only will have the jurisdiction to deal with & decide any legal matter or dispute whatsoever arising out of our contract.

Inspection :

- a) Stage/Pre-dispatch inspection will be carried out by M/s CMPDIL as per their methodology. In brief the scope & conditions of the Inspection will be as follows:-
 - i. Checking & approval of test procedures/quality assurance plans.
 - ii. Verification of records & documentation of vendor works inspection.
 - iii. Verification of documents & test certificate of bought out items & cross checks.
 - iv. Provide the facilities for carrying out all tests as required in specifications of vendors works else these will be carried out at independent test house if considered so necessary by CMPDIL at vendors cost.
 - v. Final testing & checking as per specifications.
 - vi. CMPDIL will have full & free access to the place of the supplier /manufacturer during process of manufacturing & during inspection activities.
 - vii. Inspection fee@0.8% of the FOR Destination price plus service Tax applicable is to be paid to CMPDIL in advance by demand draft along with inspection call letter, which will be reimbursed by BCCL along with consignment billing. Minimum 15 days clear notice shall be given by the manufacturer/suppliers to CMPDIL's for arranging inspection within valid delivery period as per contract.
- b) Final inspection shall be carried by the GM(Excvn BCCL, Dhanbad or his authorized representative on receipt of the materials at consignee end. Notice for inspection shall be given by the Consignee immediately on receipt of the material.

Submission of bill(s) & Documents:-1) Your bill for 95% payment duly stamped & pre-receipted in triplicate along with following documents should be sent to Paying Authority through consignee:

- i) Pre-receipted & stamped invoice (Original Buyers copy of Invoice)
- ii) Packing list in original giving details of bill of materials
- iii) Warrant /Guarantee certificate
- iv) Manufacturers test certificate as per supply order terms
- v) Consignment note /RR/PWB in original
- vi) DGMS/BIS/Pre dispatch inspection certificates/any other document, if required as per the contract

Copy of the bills along with originals of the above documents should be forwarded to the consignee for their reference etc.

2) Bills for balance 5% payment should also be submitted to paying authority through consignee,.

3) More than four challans, submitted by any party should not be accepted & signed for the same supply. Further, first copy should be marked "ORIGINAL" either using a rubber stamp or hand written between two parallel lines & other copies "DUPLICATE".

Liquidated Damage Clause :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 is 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%.
- 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 forfeit the security deposit full or in part.
- f) 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 on any such purchase

All other terms and conditions are as per CCL Rate Contract no. CM (Excv-
/Pur)/III/EKG4.6 sps/Rc/2011/188 dtd 31.12.2011

This purchase order/ contract is issued with the concurrence & approval of the Competent Authority

.Indent No. Consolidated note no 527/F dt 29.06/1.07.12 (IR no. 612094(12-13) dtd 24.07.2012

Budget certification No. & date: BCCL/HQ/Pur. Fin./ Store Budget/Rev budget/HEMM Spares/12-13/
Hq Excv/ 144dtd 03.07.2012 for Rs.16,90,429.00 and FC no. 118 dtd 23.08.2012 for Rs 15,63,700.32 and
FC no 134 dt 4.09.12 for Rs 14,055.70

Yours faithfully,

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

Copy to:-

GM (Excv.), Koyla Bhavan.

Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad.

GM (F), Purchase Finance Deptt., Koyla Bhavan.

Tech. Cell. MM Divn. Koyla Bhavan.

Office Copy/Master Copy.