

✓ Tech. Cell

Ref. No. Pur/613035/Spares/9T ACE Crane/13-14/ 118

dtd 10.09.2013



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 No. 0326 -- 2230181
(Fax No. 0326 -2230183)

Ref. No. Pur/613035/Spares/9T ACE Crane/13-14/ 118

dtd 10.09.2013

To,
M/s. Coral Sales Pvt. Ltd,
108 Sahil Tower, New Layout,
PO-Agrico, P.S. Sitaramdera, Agrico,
Jamshedpur -831009

PURCHASE ORDER
REGD. POST/SPEED POST

Vendor Code: 1/22/M/T/518 / 935475

Vendor Type: OEM

Sub: Supply of Spares for ACE Crane.

Ref: i) Our tender no. Pur/613035/Spares/ACE Crane/13-14/20 dtd 18.06.2013 opened on 09.07.2013

ii) Offer No.: Coral/JSR/QT/12-13/00258 dtd 04.07.13

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares suitable for ACE Crane of Regional Stores, Sinidih, at the following item description, part no, rate, value and terms & conditions:-

NIT SL. NO.	DESCRIPTION/ MAT. CODE:	PART NUMBER	QTY	Rate in Rs	Extended value in Rs
1	HP HOSE/MC: 10957991137	APHCLE0820A0	2	1438.64	2877.28
2	HP HOSE/MC: 10957991319	ABLPH0700000	1	1814.75	1814.75
3	LP HOSE/MC: 10957991319	ABLPH0701A00	1	1175.63	1175.63
4	SUCTION HOSE/ MC: 10957993077	APHCN0300A00 / 100293401500	1	514.81	514.81
5	HP HOSE/ MC: 10957993089	APHCS1700000	4	1027.26	4109.04
6	FILTER ELEMENT (01A- CE)/ MC: 10957992551	ABHOF0400000	3	1410.43	4231.29



9597005

7	RUBBER PAD (BINBOW)/ MC: 10957991809	940000005300	4	282.08	1128.32
8	MCKITMA/MC: 10957990271	AFBC00C10000	1	1574.96	1574.96
9	REPAIRKIT FOR A/ CYLINDER/ MC:10957990785	ABACRK000000	1	568.88	568.88
10	REP.KIT FOR BREAK V/ MC: 10957992144	ABBVRK000000	1	1448.04	1448.04
11	WHEEL CYL. KIT (TVS)/ MC: 10957992132	ABFBC000A000	2	637.05	1274.10
12	BRAKE LINING/ MC: 10957992302	ABFWBA270000	8	364.36	2914.88
13	RIVETS/ MC: 10957990236	ABFWBA280000	50	11.76	588.00
14	FLEX.PIPE MC: 10957992255	AFFTA1800A00	1	108.14	108.14
15	V BELT A44/ MC:10957991903	ABEDA1700000	1	258.58	258.58
16	FUEL PIPE/ MC:10957993092	ABFTA0300000	2	126.94	253.88
17	SEAL KIT/ MC:10957990805	ATBSC2100000	2	3267.46	6534.92
18	SEAL KIT/ MC:10957993109	ABMLCAK000000	2	4727.25	9454.50
19	FUEL FILTER ELEMENT/ MC:10957993112	ABDFEK000000	3	258.00	774.00
20	COVER DRAIN/ MC:10957992164	ABAPBC320000	1	199.81	199.81
21	BRAKE HOSE/ MC:10957991856	APFBCD010900	1	374.06	374.06
22	OIL FILTER MC:10957992622	JX85100C0000	3	493.65	1480.95
23	HP HOSE MC:10957991113	APHCLE231100	2	2169.70	4339.40
24	HP HOSE/ MC:10957991125	APHCLE1510A0	2	1469.19	2938.38
25	HP HOSE/ MC:10957991137	APHCLE0700A0	2	1685.45	3370.90
26	HP HOSE/ MC:10957993124	APHCLE231200	1	2853.75	2853.75



BCCL

0597520

27	HP HOSE/ MC:10957993132	APHCLE231000	2	2045.10	4090.20
				Sub total	61251.45
				VAT @14%	8575.20
			FREIGHT		2000.00
			Grand TOTAL		71826.65

Rounded off to Rs 71,826.00

(Rs. Seventy One Thousand Eight Hundred and Twenty Six only)

TERMS & CONDITIONS

01	Price	Firm and FOR destination basis. (Packing, Forwarding, Frt. & Insurance – Inclusive)
02	Excise Duty	Presently Nil. If inclusive you have to submit ED Invoice so as to avail Cenvat credit.
03	VAT	Extra (@ 14% as indicated above against VAT Invoice.
04	Payment	100% payment within 30 days of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at Consignee's end.
05	Delivery	Within 30 days from the date of receipt of purchase order.
06	Fitment Guarantee	You should give a guarantee of Fitment of the item in the ACE CRANE 9T without any modification (deletion/ addition). Spares should be as per design of OEM
07	Logo	Item supplied will be embossed/identification tag of the firm, if any in a convenient place where there is no wear of the component.
08	Warranty	The items will carry warranty for a period of 6 months /1000 hours whichever is earlier from the date of supply.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
10	Security Deposit	Nil
11	After Sales Service	To be provided by the firm to end user.
12	Submission of Bills	100% value of bill duly stamped & pre-receipted in five 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 other relevant document as specified in the order
13	Consignee	Depot officer, Sinidih Workshop, Sinidih, BCCL Dhanbad
14	Paying Authority	GM (F) (Pur), Purchase Finance Department, BCCL, Koyla Bhavan, Dhanbad.
15	Inspection	By the representative of Consignee at Consignee's end.
16	Mode of Dispatch	By Road on freight paid basis.
17	Inspection test clause	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



9587527

		<p>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.</p> <p>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.</p> <p>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.</p> <p>v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
18	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>
19	Price certificate	The Firm will certify on their Bills that the prices charged to BCCL are lowest and same as charged to other CIL subsidiaries/Govt. Under Taking/ Deptt and others.
20	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 contract/order.

✓



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. Supply Order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.
Indent Nos. & date:

Encl : As above.

Yours faithfully,

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

Indent no i) BCCL/Excvt./SWS/Indent/R/12-13/31 dtd 16.03.2013 (IR no. 613035 dtd 02.05.2013
Budget certification No. & date: BCCL/HQ/Pur..Fin./2013-14/HEMM Spares/HQ Excvt./09 dtd
09.04.2013 for Rs. 71, 827.00 & e-BC no 10 and FC no. 172 dtd 05.09.2013 for Rs. 71,827.00 & e-
FC no.294

Copy to:-

1. GM (Excvt.), Koyla Bhavan
2. GM (F)MM (Pur), BCCL, Koyla Bhavan
3. GM (Excvt.), SWS, Sinidih, BCCL, Dhanbad
4. Depot Officer, SWS, Sinidih, BCCL, Dhanbad
- ✓ 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



9587500

ANNEXURE-I

PENALTY FOR FAILURE TO SUPPLY IN TIME / L . D . CLAUSE

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 en-cash 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 bidder 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 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.



BCCL

380733