



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/612208/PTO Chain/12-13/188

dtd .05.01.2013

M/s Impex Earthmovers,
77 Netaji Subhas Road,
2nd Floor, Room no.204
Kolkata -700 001

**PURCHASE ORDER
BY REGD.POST**

Vendor Code: 1/03/M/G/134

Old code: 929161

Sub: Supply of PTO Chain for P&H 1900AL Shovel

Ref: 1) NCL rate contract no 63117971/ 110A1159 dtd 22.09.2011

ii) Your acceptance letter no IEM/SL/BCCL/HQ/12-13/61 dated 31.07.12

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of PTO Chain for P&H 1900AL Shovel at the following item description, part no, rate ,value and terms & conditions as per CCL Rate contract as referred above :-

Scope of Supply :

Item, Description and price:-

Sr no.	Material code	Description of items	Qty in set	Unit basic price(Rs.)	Extended value in Rs.
01	15505290362	PTO Chain Pt no 20Z875D276 Make : Pulton Chain Co Inc., Japan Pulton pt no : 60HI-6R/276 Links	3	107730.00	323190.00
				Sub total	323190.00
				CST payable Extra@2%	6463.80
		Total			329653.80

Rounded off to Rs 329653.00

(Rupees Three Lakhs Twenty Nine thousand Six Hundred and Fifty Three only)

TERMS & CONDITIONS

01	Price	Firm and FOR destination basis. (Packing, Forwarding, Frt & Insurance – Nil)
02	Excise Duty	Nil. Excisable copy of invoice to be supplied along with each supply to enable BCCL to avail Cenvat Credit
03	CST	CST Extra @ 2% against form "C".
04	Payment	100% payment within 21days of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at Consignee's end.
05	Delivery	Supply to be completed within 6 months from the date of issue of supply order.
06	Road permit	Will be arranged by the consignee.
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	Firm shall give Warranty for satisfactory performance for a period of 12 months from the date of fitment or 18 months from the date of receipt and acceptance of the materials, whichever is earlier.If any defect is found due to faulty design, workmanship, inferior quality of the material, the defective parts shall have to be replaced free of cost on FOR destination basis. Warranty replacement should be completed within 1 month for indigenous goods and 3 months for imported goods 100% free of cost at ultimate consignee's end from the date of claim. All cases of warranty replacements /rectification will be decided on the basis of joint inspection of user's rep & seller's rep. You will also certify that your products are exact replacement of/fully interchangeable to the original parts and will fit and function on the equipment for which these are indented for and conform to performance guarantee as per OEM standards.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
10	Security Deposit	Exempted being authorized dealer of OM for above chain
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 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 consignment no., challan, packing list if any, guarantee/warranty certificate, and other relevant document as specified in the order
13	Submission of import documents	<p>You will submit the following import documents along with each supply:</p> <ol style="list-style-type: none"> Copy of packing list or invoice of foreign manufacturer drawn in favour of Impex Earthmovers, Kolkata. Copy of Bill of lading in favour of Impex Earthmovers, Kolkata showing M/s Pulton Chain Co.Inc., Japan as the seller. Copy of Bill of Entry. Copy of certificate of country of origin. <p>Above documents will be submitted in original along with certified copy to the consignee & paying authority. The original copy will be returned after verification and certified copies will be retained.</p>
14	Test Certificate	Manufacturer's test certificate must be submitted along with each supply/ bill
15	Consignee	Depot officer ,Regional Stores, Block – II Area, BCCL ,Dhanbad
16	Paying Authority	GM(Fin)- Purchase finance, Koyla Bhawan , BCCL,Dhanbad.

17	Inspection	By the representative of Consignee at Consignee's end.
18	Mode of Dispatch	By Road on freight paid basis.
19	Inspection test clause	<p>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.</p> <p>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.</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>
20	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>
21	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 others.

22	Bank details	Banker's name & address: State Bank of India, Biplabi Rash Behari Basu Road, 10 B.R.B.B Road, 1st Floor , Kolkata,700001. Account no : 10788105479 IFS/ RTGS code: SBIN0001218 Branch code: 1218 , MICR code: 700002018
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ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER NCL RATE CONTRACT NO. 63117971/110A1159 DTD 22.09.2011.

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:

Indent no R/s-B-II-15/232/12-13 dt 21.07.12 (IR no. 612208(12-13) dtd 09.12.12
BC & FC: BCCL/HQ/Pur-Fin/Rev Budget/2012-13/304 dt 31.10.2012 for Rs 329653.80
& FC no255 dt 29.12.2012 for Rs 329653.80

Encl : As above.

Yours faithfully,

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

Copy to:-

1. GM (Excv.), Koyla Bhavan, BCCL Dhanbad
2. GM(F)MM, Koyla Bhavan, BCCL Dhanbad
3. Area Manager (Excv), Block-II Area, BCCL, Dhanbad
4. Depot Officer, Regional Stores, Block-II Area, BCCL, Dhanbad
5. Tech. Cell. MM Divn. Koyla Bhavan/office copy/master copy
6. Office Copy/Master Copy

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.