



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/612230/Solenoid/BH85/12-13/202

dtd 28.01.2013

To,  
M/s Cuprum Bagrodia Limited,  
23-C Ashutosh Chowdhury Avenue,  
KCI Plaza, 3rd Floor,  
Kolkata- 700019  
Fax : 033 24543528

**PURCHASE ORDER**

Vendor Code: 1/03/M/G/123

Sub: **Supply of Solenoid Valves for BH85Dumper**

Ref: 1) NCL rate contract no 63117982/ 110A1026 /Part-I dtd 29.05.2011

ii) Your acceptance letter no CBLs:2070B:902 dated 21.11.12

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Solenoid Valves for BH85Dumper at the following item description, part no, rate ,value and terms & conditions as per NCL Rate contract as referred above :-

Scope of Supply :

Item, Description and price:-

Sr no.	Material code	Description of items	Qty in nos	Unit basic price(Rs.)	Extended value in Rs.
01	11623992319	Solenoid Valve pt no:7112031311 / 7112031310	19	52074.00	989406.00
		Make: Komatsu(Imported)		Sub total	989406.00
				CST payable Extra@2%	19788.12
		Total			1009194.12

Rounded of to Rs 1009194.00

Rs Ten Lakhs Nine thousand One Hundred and Ninety Four only

## TERMS & CONDITIONS

01	Price	Firm and FOR destination basis. ( Packing, Forwarding, Frt & Insurance – Nil)
02	Excise Duty	Not Applicable
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	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.
08	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
09	Security Deposit	Exempted as per RC
10	After Sales Service	You are to render technical support & services to ensure proper fitment, proper usage , maintenance and satisfactory performance of the supplied parts. Supplier has to ensure quarterly visit of their service personnel for smooth functioning of the supplied items.
11	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/inspection report wherever required, Excise duty documentary evidence wherever required, and other relevant document as specified in the order
12	Submission of import documents	You will submit the following import documents along with each supply: a) Copy of packing list or invoice (authenticated) b) Copy of Bill of lading (authenticated) c) Copy of Bill of Entry(authenticated). Above documents will be submitted in original (except bill of lading)along with certified copy to the consignee & paying authority. The original copy will be returned after verification and certified copies will be retained.
13	Test Certificate	Manufacturer's test certificate must be submitted along with each supply/ bill
14	Consignee	Depot officer ,Regional Stores, Sinidih Workshop, BCCL Dhanbad
15	Paying Authority	GM(Fin)- Purchase finance. Koyla Bhavan , BCCL Dhanbad.
16	Inspection	By the representative of Consignee at Consignee's end.
17	Mode of Dispatch	By Road on freight paid basis.

18	Force majeure Clause	Applicable as per NCL Rate Contract
19	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.
20	Bank details	Bank details are to be submitted along with the bills indicating A/C no, MICRcode etc for arranging electronic fund transfer.
21	Integrity Pact	Applicable as per NCL Rate Contract

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER NCL RATE CONTRACT NO. 63117982/110A1026 DTD 29.05.2011.

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 BCCL / Excv / SWS / Indent / Spares / R /12-13 /19, dtd. 28.11.12 [ (IR no. 612230(12-13),dtd 01-012013], dtd 28.11.12

**BC & FC:** BCCL/HQ/Pur-Fin/Rev Budget/SWS HEMM Spares/2012-13/35 dt 14.12.12 for Rs 1009194.00 & FC no /SWS HEMM Spares(HQ)/ 28 dt 25.01.13 for Rs 1009194.00

Encl : As above.

Yours faithfully,

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

Copy to:-

1. GM (Excv.), Koyla Bhawan, BCCL Dhanbad
2. GM(F)MM, Koyla Bhawan, BCCL Dhanbad
3. GM(Excv) , Sinidih Workshop, BCCL, Dhanbad
4. Depot Officer, Regional Stores , Sinidih Workshop, BCCL, Dhanbad
5. Tech. Cell. MM Divn. Koyla Bhawan
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.