



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/612235/Spares for EKG shovel /13-14/ 22

dtd 26.04.2013

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

Sub: Supply of Spares for EKG 4.6/5Cum Shovel

Ref: i) Tender no: Pur/612235/Spares for EKG4.6/5 Shovel/12-13/121 opened on 18.02.2013

- i) Your offer No.SE/BCCL/12-13/518 dt 15.02.13
- ii) Your letter nos 550 dt 06.03.13 & Nil dt 25.04.13

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 :

Item no.	PART NO.	DESCRIPTION		Basic(Rs)	Ext Value (Rs)
1	1040.01.015	PIN 100MM Dia MC: 15501010128	10	2300.00	23000.00
3	1040.03.254	PULLEY MC:15501971401	3	7400.00	22200.00
4	1040.18.305	SLIDER JAW MC:15501440072	7	6500.00	45500.00
7	1040.19.056-1	RING MC: 15501961622	10	800.00	8000.00
					98700.00
		ED @12.36%			12199.32
					110899.32
		VAT@5%			5544.96
					116444.28

Rounded of to Rs 1,16,444.00

(Rs One Lakh Sixteen Thousand Four Hundred and Forty Four only)

Terms and conditions :

01	Price	Firm and For Destination basis.
02	Excise Duty	Extra @ 12.36% . The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT credit.
03	Sale Tax	VAT extra @5%
04	Freight	Inclusive
05	Payment	100% within 30 days of receipt and acceptance of materials or from the date of receipt of bill whichever is later at consignee's end
06	Delivery	Within 90 days from the date of receipt of order. Delivery shall be reckoned from 10 th day of issue 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 4.6/5Cum Shovel without any alteration (deletion/addition). Item must be as per OEM design.
9	Consignee	The Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad .
10	Paying Authority	GM (F) (Pur.), BCCL, Koyla Bhawan, Koyla Nagar, Dhanbad.
11	Security Deposit	The firm is required to deposit security money in the form of Bank Draft drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad, or by way of Bank Guarantee of any schedule Bank for 10% value of the order (value means F.O.R destination price) i.e. Rs 11644.00 within 15 days from the date of receipt of order. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. The BG for SD should be valid for three month beyond the delivery period .
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.

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 EKG /Spares/ 12-13/83 dt. 28.09.12 (IR.No.612235dated 05.01.2013

Budget Certification No. :- BCCL/ HQ/Pur. Fin./Stores Budget/Adhoc. budget/2013-14/HEMM Spares/HQ Excv/49 dt. 25.04.2013 for Rs.7,23,726.00 and FC no. 22 dtd 25.04.13 for Rs 7,23,726.00 .

Encl :a.a

Yours faithfully,

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

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