

**BHARAT COKING COAL LIMITED**

( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager(MM)  
Koyla Bhawan : Koyla Nagar  
Dhanbad : 826 005

GRAM ; KOKINGKOL  
(Phone No. 0326 – 2230181  
(Fax No. 0326 -2230183)

Ref. No. Pur/613077/Tooth Point/24/96/13-14/267

dtd. 04.02.2014

**PURCHASE ORDER**  
**BY REGD./SPEED POST**

To,  
M/s.RRL Steels Ltd .  
4,BBD Bagh (East) , Stephan House,  
3<sup>rd</sup> floor , Room No .47/1,  
Kolkata:- 700001  
Fax no. 03322306460

Vendor code : 1/03/M/X/144  
Vendor Type: Mfr

Sub: Supply of Tooth Point for 24/96 Dragline

Ref: i) Our tender no. Pur/613077/Tooth Point/domestic/eTender  
13-14/44 opened off line on 02.09.2013 & on line  
03.09.2013 .

ii) Your Offer No RSL/BCCL/HQ/13-14/44 dtd 02.09.2013 and subsequent  
letter dtd 29.01.14

Dear Sirs,

With reference to above, we ,for and on behalf of BCCL, hereby place order for  
supply of Tooth Point for 24/96 Dragline at the following specification, price, value and terms &  
conditions:

**Scope of Supply**

SL. NO.	DESCRIPTION PART NUMBER	MATERIAL CODE	Qty	Quoted price(Rs)	Extended Value(Rs)
1	Kwik Tip Adopter 91101675	11301040574	10	23126.40	231264.00
2	Kwik Tip Point 91101539	11301990027	20	10117.80	202356.00
3	Flutted Wedge 91101674	11301040562	20	2316.60	46332.00
4	Flutted Spool 91101673	11301040559	20	2316.60	46332.00
5	Kwik Tip Pin 91101541	11301040594	40	579.15	23166.00
				Sub Total	549450.00
				ED@12.36%	67912.02
					617362.02
				CST@2%	12347.24
				Total	629709.26

Round of to Rs 629709.00

(Rupees Six Lakh Twenty Nine Thousand Seven Hundred & Nine Only)

*Handwritten signature and date:*  
4/2/14

**Terms and Conditions:**

Terms and Conditions:

01	Price	Firm till execution of the contract & F O R Destination basis.												
02	Excise duty & Educ. cess	ED shall be paid at actual at the rate ruling on the date of supply within the schedule delivery period against documentary evidence. Present rate of ED is 12.36% including Educ. cess. The excise invoice shall contain the information as per clause 23(C) for enabling BCCL to avail CENVAT Credit.												
03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Form "C" and Road permit if required will be issued by the Consignee. (NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account)												
04	Packaging & forwarding	NIL												
05	Freight & Insurance.	NIL												
06	Payment Term	100 % payment within 21 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end. Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS). Your e-payment mandate is tabulated below: <table><tr><td>01. Name of the payee</td><td>M/s RRL Steels Ltd</td></tr><tr><td>02. Address</td><td>4, BBD Bag (East) , 3rd floor Room no.47/1 , Stephan House, Kolkata-700001</td></tr><tr><td>03. Bank A/c no. of Payee</td><td>10687248243 ,</td></tr><tr><td>04. Name of the Bank</td><td>State Bank of India</td></tr><tr><td>05. Name of the Branch &amp; Branch code</td><td>NS Road Branch, NS Road RTGS code-SBIN0000144</td></tr><tr><td></td><td></td></tr></table>	01. Name of the payee	M/s RRL Steels Ltd	02. Address	4, BBD Bag (East) , 3rd floor Room no.47/1 , Stephan House, Kolkata-700001	03. Bank A/c no. of Payee	10687248243 ,	04. Name of the Bank	State Bank of India	05. Name of the Branch & Branch code	NS Road Branch, NS Road RTGS code-SBIN0000144		
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04. Name of the Bank	State Bank of India													
05. Name of the Branch & Branch code	NS Road Branch, NS Road RTGS code-SBIN0000144													
07	Delivery Clause	The delivery should be completed within 04 months from the date of receipt of order. Item sl. nos 1 to 5 are to be supplied in one lot. Delivery period shall be reckoned from the 10 <sup>th</sup> day of the date of order. Road permit if required may be obtained from the consignee under intimation to this office.												
08	Price Fall & L.D. Clause	Applicable as Annexure-I(enclosed)												
09	Mode of Despatch	By Road on freight paid basis.												
10	Guarantee/ Warranty	The materials should be guaranteed for satisfactory performance for a period of 400 working hours from the date of fitment or 12 months from the date of receipt and acceptance, whichever is earlier. In case of any defect the materials should be replaced within 30 days from the date of receipt of intimation												
11	Logo /Identification mark	Item supplied should be embossed with the logo and sl. no. at a non wearing surface.												

12	After Sales Service	You will extend after sales service to the end user if required.
13	Fitment Guarantee	You shall provide fitment guarantee for the supplied items in above models of dragline, without any alteration e.g. addition or deletion.
14	Consignee	The Depot Officer, Regional Stores, Block –II Area, BCCL, Dhanbad.
15	Paying Authority	GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
16	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 challan, packing list if any, guarantee/warranty certificate, fitment guarantee certificate, and other relevant document as specified in the order
17	Inspection	Final inspection by consignee end by GM (Excv) or his authorised representative.
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	Security Deposit	Exempted as registered with NSIC.
20	Price Certification	You will certify on their bills that the prices charged to BCCL is not higher than as charged to other Govt.Under Taking / Deptt and others organisations
21	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only
22	Integrity Pact:	You have signed Integrity pact issued with NIT. Justice Ashok Kumar

*[Handwritten signature]*



		Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against this tender/ contract.
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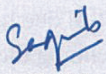
ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.  
This contract is concluded with the issuance of this order

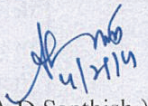
Encl : Annexure-I

N.B:- This issues with the approval of Competent authority.  
This order is placed against Indent No.: MB/Indent/24/96 Dragline/12-13/42 dtd 21.05.2013,  
IR no. 613077 dtd 24.06.2013

Budget Certification No.: BCCL HQ/Pur.Fin./Store Budget/Rev Budget/13-14/HEMM Spares/HQ  
Excv/100 dated 01.06.2013 for Rs 20,63,119.00 and eBC no 164 . FC no. 314 dtd 31.01.2014 for  
Rs 6,29,709.00 & eFc no 557

Yours faithfully,  
For & on behalf of Bharat Coking Coal Ltd.

  
(Saquib Aftab)  
MT(MM)

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

Copy to:-

General Manager (Excv.), Koyla Bhavan  
Area Manager(Excv), Block-II Area, BCCL, Dhanbad  
Depot Officer, Regional Stores, Block-II Area, BCCL, Dhanbad  
GM(F)MM ,Purchase Fin Deptt. Koyla Bhavan.)

✓ Tech. Cell, MM Divn./ Office copy

Master copy

Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064



## ANNEXURE-I

### PENALTY FOR FAILURE TO SUPPLY IN TIME

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 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 encash 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 supplier 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 sells the stores of identical description to any other organization till validity of the contract.
- ii) If at any time during the said period the supplier 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 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.

