



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005

(Phone No.: 0326 – 2230181 , Fax No. – 0326 -2230183)

Under Jurisdiction of Dhanbad Court only

Ref. No. PUR/613037/Elec Spares/EKG/13-14/277

dtd 10.02.2014

PURCHASE ORDER

BY REGD.POST

To
M/s. R. Traders
OM BHAWAN
P.O. DHANSAR
DHANBAD-828106

Vendor Code: 1/13/M/X/135
Vendor Type: Mfr (NSIC Reg)

Dear Sirs,

Sub: Supply of Elec spares for EKG 4.6 Shovel

Ref: i) Our tender no. PUR/613037/Elec Spares/EKG/domestic/13-14/33 opened on 31.07.14
ii) Your offer No. RT/BCCL/12-13/07-01 dated 12.07.13 & letter No.RT/BCCL/09-10/08-16 dated 18.08.09, letter No.47 dated 27.11.13& 02-03dt 10.02.14

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Electrical Spares for EKG 4.6/5 Shovel with rate description value and the Technical Specification. Other terms and conditions are given below:

SL. NO	DESCRIPTION	Material Code	QTY in no.	Unit rate (Rs)	Ext. value in Rs.
01	Universal Switch for Hoist Y115311-113-T	15501998788	6	2150.00	12900.00
02	Universal Switch for Crowd Y115312-C128-T	15501981943	6	1250.00	7500.00
03	Universal Switch for Swing/Propel Y115311-113-T	15501998377	8	2150.00	17200.00
04	Universal Switch for Steering Clutch Y11532-343-T	15501998559	6	2150.00	12900.00
05	Resistor Wire Wounded 1.8 ohms 400W CP-300.1.8 / 5530900352	15506995741	20	485.00	9700.00
06	Resistor Wire Wounded 4.8 ohms 400W CP-300.4 / 5530900356	15506995327	30	485.00	14550.00
					74750.00
				VAT@5%	3737.50
					78487.50
	Round of to Rs 78487.00				

(Rs. Seventy Eight Thousand Four Hundred and Eighty Seven only)

Technical Specification

Item sl no 01 to 04

Universal switches will be heavy duty cam operated rotary switch for application in both AC & DC suitable for control like ON – OF , changeover, reversing, sequence control etc. Operating Voltage – 500VAC /220 VDC. Continuous rated current -25 Amps. Contact Tips will be preferably of high quality Silver Cadmium Oxide. The switching angle will be at an interval of 45 degrees. The crowd universal switch will be of two contact pack & hoist & swing/ propel universal switch will be of 4 contact pack.

dy

Sagib

Item sl no 05 to 06

Adjustable wire wound open type resistance with low temperature coefficient (wire wound on grooved porcelain tube with clams and studs) suitable for use in 150V DC & 400W capacity. The valves of the resistances are 11.8 ohms, 21 ohms, 1.8ohms, 4.8 ohms, 48 ohms & 85 ohms and suitable for adjustment to any lower value.

TERMS & CONDITIONS

01	Price	Firm and F.O.R. destination.
02	ED & Cess	Not applicable, if applicable, it will be borne by the supplier.
03	VAT	Extra @ 5 % against Form JVAT 404.
04	P&F, Frt. & Ins.	Will be borne by the supplier
05	Payment	100 % payment within 21 days from the date of receipt and acceptance of materials or from the date of receipt of Bills by consignee at consignee's end whichever is later.
06	Delivery	Within 2-3 months from the date of order. Delivery period shall be reckoned from the 10th day of the date of order.
07	Warranty	18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier
08	Price Fall & LD	Applicable as per Annexure-A
09	After Sale Service	After sales service is to be provided by you if required .
10	Security Deposit	Exempted being NSIC registered
11	Fitment Guarantee	The firm will submit a Fitment Guarantee Certificate with supply that spares supplied will be fitted without any alteration i.e. addition or deletion.
12	Logo	Each item supplied shall have logo/ identification mark and Sl. no. if any of the firm preferably at a non-wearing surface.
13	Inspection	By the Consignee at Consignee's end.
14	Price certificate	The firm will certify on the body of the bills that the prices charged to BCCL are not higher than charged to any other Govt. Deptt. PSU or CIL or its subsidiaries.
15	Consignee	The Depot Officer, Regional Stores, Lodna Area, BCCL
16	Submission of bill	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	Paying Authority	GM (F)MM, Purchase Finance Deptt. , Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
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	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.
ALL DISPUTES ARE SUBJECT TO 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. Two copies of order are 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 No. & date:

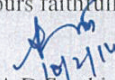
1000/GN/9698 dt 14.09.12 & 1000/GN/9576 dt 16.07.12 (I.R.No.613037 Dt. 06.05.13)

Budget certification No. & date

BCCL/HQ/Excv/Pur. Fin./ Rev Budget/13-14/HEMM Spares/401 dt 06.02.14 for Rs 78,488.00 & eBc no 720 and Fc no 321 dt 07.02.14 for Rs 78,488.00 & eFc no 566.

Encl: Annexure-A


(Saquib Aftab)
MT(MM)

Yours faithfully,

(A.D. Santhish)
CM(MM)

Copy to:

1. GM (Excv), BCCL, Koyla Bhavan
2. Depot Officer, Regional Stores, Lodhna Area, BCCL, Dhanbad
3. AM(Excv), Lodna Area, BCCL, Dhanbad
4. GM (F)MM, Purchase Finance Deptt., BCCL, Koyla Bhavan
- ✓ 5. Technical Cell, MM Division, Koyla Bhavan
6. Master Copy/Office copy
7. Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064

ANNEXURE-A

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.