

Bharat Coking Coal Limited
(A subsidiary of Coal India Limited)
Office of the Chief General Manager (MM)
MM Divn., Koyla Bhawan, P.O. Koyla
Nagar,
Dhanbad – 826 005, Jharkhand (India)

GRAM:
KOKINGKOL
Phone: (0091) 326-
2230181,
Fax: (0091) 326-
2230183

Ref. No.: Pur/612187/Spares/P&H /13-14/43

dtd 30.05.2013

**PURCHASE ORDER
BY REGD. POST**

To,

M/s. Kumar Engineering Works
C-26/35-38, Ram Katora Road
Varanasi-UP-221001

Vendor Code:1/06/M/S/010
Vendor Type: Mfr

FAX: 07805-233231

Dear Sir,

Sub: Supply of spares for P&H 1900 AL Shovel

Ref: i) Tender No. Pur/612187/Spares/P&H Shovel/12-13/ 111 opened
on dtd 21.01.13 on line, Price bid opened on 18.04.2013
ii) Your offer No. 12181/KEW/12-13 dtd 5.01.2013 &subsequent
correspondence dtd 12.03.2013

With reference to above, we, for and on behalf of BCCL, hereby place order for Supply of spares suitable for P&H 1900 AL Shovel at the following Specification, price, terms and conditions:

Scope of Supply

Item no.	PART NO.	DESCRIPTION	Qty	Basic(Rs)	Ext Value (Rs)
2	3418P97	Coupling Half MC: 15505360081	9	4000.00	36000.00
3	3418P98	Coupling Half MC: 15505360093	8	4000.00	32000.00
4	18Z1421	Coupling MC: 15505680123	8	15000.00	120000.00
5	18Q150/R58672D1	Coupling MC: 15505680135	9	12000.00	108000.00
					296000.00
		CST @2%			5920.00
					301920.00

Rs Three Lakhs One thousand Nine Hundred and Twenty only

Terms and Conditions :

01	Price	Firm & FOR destination basis.
02	Excise Duty	Not applicable, if applicable to be borne by you
03	CST	Extra @ 2% as indicated above against Form 'C'
04	PF, Frt. Ins.	Nil
05	Payment	100% payment within 21 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later.
06	Delivery	Supply to be made within 4 months from the date of receipt of order. Delivery shall be reckoned from 10 days from date of issue of order. However, early delivery will be appreciated and accepted.
07	Guarantee/ Warranty	The warranty certificate for the items to be supplied will be for a period of 18 months from the date of receipt and acceptance or 12 months from the date of fitment whichever is earlier. In case of premature failure the defective parts will be replaced by the firm free of cost within 30 days of intimation.
08	Price Fall & LD Clause	Applicable as per Annexure-I (Enclosed)
09	Logo	Item supplied should be embossed with the logo/identification tag
10	After Sales Service	You should provide after sales service to the end user
11	Fitment Guarantee	The firm will submit certificate of fitment guarantee for the supplied item in the P&H Shovel of Block II area without any alteration i.e. addition or deletion. The items must be exactly as per design of OEM.
12	Submission of Bills	100% value of bill duly stamped & pre-receipted Bill 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 certificate and all other documents as specified in the order.
13	Consignee	The Depot Officer, Regional Stores Block II ,BCCL , Dhanbad
14	Paying Authority	GM (F) (MM), Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhavan, Koyla Nagar, Dhanbad
15	Inspection	By the Consignee at Consignee's end.
16	EMD & Security deposit	Exempted as registered with NSIC
17	Mode of dispatch	By Road on freight paid basis.
18	Price certificate	The Firm will certify on their Bills that the price charged to BCCL is lowest and same as charged to other CIL Subsidiaries/Govt. Under Taking Deptt/other organisation.
19	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</p>

		<p>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>
20	Inspection & Test clause	<p>i) 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>
21	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 it.
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT & JHARKHAND HIGH COURT ONLY		

Ref. No.: Pur/612187/Spares/P&H /13-14/43

dtd 30.05.2013

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. Copy of 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.

Encl: as above

Yours faithfully,

A.D.Santhish
Chief Manager (MM)

For & on behalf of Bharat Coking Coal Ltd.

Indents No. & Date: P&H/Shovel spares/12-13/80 dt 10.09.12 of C/S Jealgora
IR no 612187 dtd 10.11.12

Budget Certification No. & date: BCCL/HQ/Pur. Fin/Store budget/Rev. Budget/(13-14)/HEMM Spares/HQ Excv / 97 dtd 28.05.2013 for Rs. 546136.00 & e BC no 135
,FC no. BCCL/ Pur FIN /FC/50 dt 28.05.2013 & eFC no 61

Copy to –

1. GM (Excv), BCCL, Koyla Bhawan
2. GM (F)MM, Pur-Fin, BCCL, Koyla Bhawan
3. Depot Officer, Block-II , BCCL, Dhanbad
4. Tech. Cell, MM Division, Koyla Bhawan
5. Office copy/Master copy
6. IM- Ashok kr Chakraborty(Retrd judge),BB-69,Sector-I, Salt lake, Kolkata 700064

ANNEXURE-I

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.

CM (MM)



Bharat Coking Coal Limited
(A subsidiary of Coal India Limited)
Office of the Chief General Manager (MM)
MM Divn., Koyla Bhawan, P.O. Koyla
Nagar,
Dhanbad – 826 005, Jharkhand (India)

GRAM:
KOKINGKOL
Phone: (0091) 326-
2230181,
Fax: (0091) 326-
2230183

Ref. No.: Pur/612187/Spares/P&H /13-14/44

dtd 30.05.2013

**PURCHASE ORDER
BY REGD. POST**

To,

M/s. Hindustan Facing Industry Pvt Ltd.,
40/5, Gariahat Road(South),
1St Floor , Kolkata - 700031

Vendor Code: 1/12/D/T/010
Vendor Type: Mfr

FAX: 033 24127497

Dear Sir,

Sub: Supply of spares for P&H 1900 AL Shovel

Ref: i) Tender No. Pur/612187/Spares/P&H Shovel/12-13/ 111 opened
on dtd 21.01.13 on line, Price bid opened on 18.04.2013
ii) Your offer No. HFI/F-17/2013-14/177 dtd 3.01.2013

With reference to above, we, for and on behalf of BCCL, hereby place order for Supply of spares suitable for P&H 1900 AL Shovel at the following Specification, price, terms and conditions:

Scope of Supply

Item no.	PART NO.	DESCRIPTION		Basic(Rs)	
1	3418R20	Coupling MC: 15505050547	4	26607.00	106428.00
		<u>CST@2%</u>			<u>2128.56</u>
					108556.56

Rounded of to Rs 108556.00

Rs One Lakh Eight thousand Five Hundred and Fifty Six only

Terms and Conditions :

01	Price	Firm & FOR destination basis.
02	Excise Duty	Not applicable, if applicable to be borne by you
03	CST	Extra @ 2% as indicated above against Form 'C'
04	PF, Frt. Ins.	Nil

05	Payment	100% payment within 21 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later.
06	Delivery	Supply to be made within 4 months from the date of receipt of order. Delivery shall be reckoned from 10 days from date of issue of order. However, early delivery will be appreciated and accepted.
07	Guarantee/ Warranty	The warranty certificate for the items to be supplied will be for a period of 18 months from the date of receipt and acceptance or 12 months from the date of fitment whichever is earlier. In case of premature failure the defective parts will be replaced by the firm free of cost within 30 days of intimation.
08	Price Fall & LD Clause	Applicable as per Annexure-I (Enclosed)
09	Logo	Item supplied should be embossed with the logo/identification tag
10	After Sales Service	You should provide after sales service to the end user
11	Fitment Guarantee	The firm will submit certificate of fitment guarantee for the supplied item in the P&H Shovel of Block II area without any alteration i.e. addition or deletion. The items must be exactly as per design of OEM.
12	Submission of Bills	100% value of bill duly stamped & pre-receipted Bill 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 certificate and all other documents as specified in the order.
13	Consignee	The Depot Officer, Regional Stores Block II ,BCCL , Dhanbad
14	Paying Authority	GM (F) (MM), Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhavan, Koyla Nagar, Dhanbad
15	Inspection	By the Consignee at Consignee's end.
16	EMD & Security deposit	Exempted as registered with NSIC
17	Mode of dispatch	By Road on freight paid basis.
18	Price certificate	The Firm will certify on their Bills that the price charged to BCCL is lowest and same as charged to other CIL Subsidiaries/Govt. Under Taking Deptt/other organisation.
19	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</p>

		<p>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>
20	Inspection & Test clause	<p>i) 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>
21	Integrity pact	<p>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 it.</p>
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. Copy of 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.

Encl: as above

Yours faithfully,

A.D.Santhish
Chief Manager (MM)

For & on behalf of Bharat Coking Coal Ltd.

Indents No. & Date: P&H/Shovel spares/12-13/80 dt 10.09.12 of C/S Jealgora

IR no 612187 dtd 10.11.12

Budget Certification No. & date: BCCL/HQ/Pur. Fin/Store budget/Rev. Budget/(13-14)/HEMM Spares/HQ Excv / 97 dtd 28.05.2013 for Rs. 546136.00 & e BC no 135 ,FC no. BCCL/ Pur FIN /FC/50 dt 28.05.2013 & eFC no 61

Copy to –

1. GM (Excv), BCCL, Koyla Bhawan
2. GM (F)MM, Pur-Fin, BCCL, Koyla Bhawan
3. Depot Officer, Block-II , BCCL, Dhanbad
4. Tech. Cell, MM Division, Koyla Bhawan
5. Office copy/Master copy
6. IM- Ashok kr Chakraborty(Retrd judge),BB-69,Sector-I, Salt lake, Kolkata 700064

ANNEXURE-I

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.

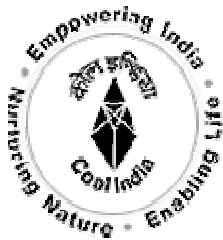
The bidder must confirm the acceptance of this Penalty clause, which will not be altered.

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.

CM (MM)



Bharat Coking Coal Limited
(A subsidiary of Coal India Limited)
Office of the Chief General Manager (MM)
MM Divn., Koyla Bhawan, P.O. Koyla
Nagar,
Dhanbad – 826 005, Jharkhand (India)

GRAM:
KOKINGKOL
Phone: (0091) 326-
2230181,
Fax: (0091) 326-
2230183

Ref. No.: Pur/612187/Spares/P&H /13-14/45

dtd 30.05.2013

**PURCHASE ORDER
BY REGD. POST**

To,

M/s R K Engineering Corporation
2, Ganesh Chandra Avenue
Commerce House
5th Floor, Room no. -8A
Kolkata-700013

Vendor Code:1/12/M/S/090
Vendor Type: Mfr

Phone no. 033 22132951

Dear Sir,

Sub: Supply of spares for P&H 1900 AL Shovel

Ref: i) Tender No. Pur/612187/Spares/P&H Shovel/12-13/ 111 opened
on dtd 21.01.13 on line, Price bid opened on 18.04.2013
ii) Your offer No. RK-476/12-13 dtd 11.01.2013

With reference to above, we, for and on behalf of BCCL, hereby place order for Supply of spares suitable for P&H 1900 AL Shovel at the following Specification, price, terms and conditions:

Scope of Supply

Item no.	PART NO.	DESCRIPTION		Basic(Rs)	
6	34100N505	Coupling Assy MC: 15505824248	7	19000.00	133000.00
					133000.00
		<u>CST@2%</u>			2660.00
					135660.00

Rs One Lakh Thirty Five thousand Six Hundred and Sixty only

Terms and Conditions :

01	Price	Firm & FOR destination basis.
02	Excise Duty	Not applicable, if applicable to be borne by you
03	CST	Extra @ 2% as indicated above against Form 'C'
04	PF, Frt. Ins.	Nil
05	Payment	100% payment within 21 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later.
06	Delivery	Supply to be made within 4 months from the date of receipt of order. Delivery shall be reckoned from 10 days from date of issue of order. However, early delivery will be appreciated and accepted.

07	Guarantee/ Warranty	The warranty certificate for the items to be supplied will be for a period of 18 months from the date of receipt and acceptance or 12 months from the date of fitment whichever is earlier. In case of premature failure the defective parts will be replaced by the firm free of cost within 30 days of intimation.
08	Price Fall & LD Clause	Applicable as per Annexure-I (Enclosed)
09	Logo	Item supplied should be embossed with the logo/identification tag
10	After Sales Service	You should provide after sales service to the end user
11	Fitment Guarantee	The firm will submit certificate of fitment guarantee for the supplied item in the P&H Shovel of Block II area without any alteration i.e. addition or deletion. The items must be exactly as per design of OEM.
12	Submission of Bills	100% value of bill duly stamped & pre-receipted Bill 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 certificate and all other documents as specified in the order.
13	Consignee	The Depot Officer, Regional Stores Block II ,BCCL , Dhanbad
14	Paying Authority	GM (F) (MM), Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhavan, Koyla Nagar, Dhanbad
15	Inspection	By the Consignee at Consignee's end.
16	EMD & Security deposit	Exempted as registered with NSIC
17	Mode of dispatch	By Road on freight paid basis.
18	Price certificate	The Firm will certify on their Bills that the price charged to BCCL is lowest and same as charged to other CIL Subsidiaries/Govt. Under Taking Deptt/other organisation.
19	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</p>

		his bid and state whether they have been taken into consideration in their quotations.
20	Inspection & Test clause	<p>i) 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>
21	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 it.
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. Copy of 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.

Encl: as above

Yours faithfully,

A.D.Santhish
Chief Manager (MM)

For & on behalf of Bharat Coking Coal Ltd.

Indents No. & Date: P&H/Shovel spares/12-13/80 dt 10.09.12 of C/S Jealgora

IR no 612187 dtd 10.11.12

Budget Certification No. & date: BCCL/HQ/Pur. Fin/Store budget/Rev. Budget/(13-14)/HEMM Spares/HQ Excv / 97 dtd 28.05.2013 for Rs. 546136.00 & e BC no 135 ,FC no. BCCL/ Pur FIN /FC/50 dt 28.05.2013 & eFC no 61

Copy to –

1. GM (Excv), BCCL, Koyla Bhawan
2. GM (F)MM, Pur-Fin, BCCL, Koyla Bhawan
3. Depot Officer, Block-II , BCCL, Dhanbad
4. Tech. Cell, MM Division, Koyla Bhawan
5. Office copy/Master copy
6. IM- Ashok kr Chakraborty(Retrd judge),BB-69,Sector-I, Salt lake, Kolkata 700064

ANNEXURE-I

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.

CM (MM)