

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: (0326)2230181 Fax: (0326)2230183 <u>Under Jurisdiction of</u> <u>Dhanbad Court and</u> <u>Jharkhand High court</u>

only

Ref. No. Pur/613019/Lucas Spares/RC/13-14/ 52

dtd 13.06.2013

To

PURCHASE ORDER BY REGD.POST

M/s 4 E Junction, Prasad Mansion, Ratu Road, Ranchi - 834001

Fax: 0651 2281955 Vendor Code: 1/22/D/T/559 Old code: 935522

Vendor Type: OPM

Sub: Supply of Lucas Spares against CCL RC No. 0220120312-231 dtd 22.2.2012 with

Lucas Indian Services.

Ref no.: Your letter no 4EJ/BCCL/2012-13/005 dtd 18.12.12

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares for Lucas-TVS Spares as detailed hereunder:

Scope of Supply:

Item, Description and price:- Discount applicable

Sr	Material code	Description of items	Qty	Unit	Extended	
no.			in	basic	value in Rs.	
			Nos.	price(Rs.)		
02	17403203018	Regulator Assy	30	922.46	27673.80	
		Pt no 26938063A				
03	11601962005	Rotor Assy	10	2701.31	27013.10	
		Pt no 9030610				
				Sub total	54686.90	
		8749.90				
		VAT @ 10%				
	Grand total					

Rounded of to Rs 50530.00

Scope of Supply: Items where discount not applicable

~ 1	scope of supply. Rems where discount not appreciate									
Sr	Material code	Description of items	Qty	Unit	Extended					
no.			in	basic	value in Rs.					
			Nos.	price(Rs.)						
01	11601072331	H/L Assy	10	1155.62	11556.20					
		Pt no. 26967009A								
				Sub total	11556.20					
				VAT @ 10%	1155.62					
				Grand total	12711.82					

Rounded of to Rs 12711.00

Total value : Rs 63241.00

(Rs Sixty Three Thousand Two Hundred and Forty One only)

Terms & Conditions

Basis of Price: Prices mentioned are on FOR Destination basis inclusive of Packing& forwarding, Freight, Insurance and octroi.

Excise duty: Inclusive However you shall submit relevant documents related to Excise duty to enable BCCL to avail CENVAT credit.

TAX: JVAT Payable extra as applicable. Present rate is 10% as per offer. (Input Tax credit as admissible shall be availed by BCCL).

Discount

Discount @16 % applicable for items sl no 2&3 and not applicable for item sl no 1.

Warranty/Guarantee:

The supplied items shall have a guarantee for a period of 12 months or 20000 km from the date of fitment on the equipment ,whichever is earlier.

ii) **Warranty Replacement:-** In event of any warranty failure, the firm shall visit site for joint inspection & replace the defective material free of cost.

Delivery: Supply to be completed within 30 days from the submission of Performa Invoice.

Payment Terms: 100% payment against Performa Invoice.

BCCL shall be making payment through electronic fund transfer/RTGS system.

Bank Details: Name: State Bank Of India, Indrapuri, Ranchi834001

Bank Branch Code: 7507 9 digit MICR Code: 834002016 11 digit IFSC code: SBIN0007507 Bank account type: Current Name of beneficiary: 4E Junction

Consignee: Depot officer, Regional Stores, Bastacola Area ,BCCL, Dhanbad.

Paying Authority : GM(F)MM, Koyla Bhavan,BCCL, Dhanbad.

Inspection: Inspection shall be carried out at consignee end by rep of user dept. Notice for inspection shall be given by the Consignee immediately on receipt of the material.

Price Certificate: Please certify on the body of each & every bill that the prices charged are same as applicable to all other Govt. Deptt./Undertakings including DGS&D.

Price Fall Clause:- It will be condition of the order that all through the currency of the prices at which you shall supply stores ,shall not exceed the lowest price charged by you to any other agency including DGS&D. IN the event of price going down , you shall promptly pass on such information to enable this Company to amend the ordered rate.

- i) If at any time, during the said period, the contractor 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 contractor shall forthwith notify such reduction of sale price to the consignee concerned under intimation to the Chief General Manager(MM), BCCL, Dhanbad & the price payable under the contract for the stores supplied after the date coming into force of such reduction or sale shall stand correspondingly reduced.
- ii) The contractor shall furnish to the Consignee/Paying Authority concerned, with a copy to the Chief General Manager (MM), BCCL HQ, Dhanbad, a certificate in the following along with each bill.

"I/We certify that the stores of description identical to the stores supplied to the consignee concerned under the contract therein have not been sold by me/us to any other organization at the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the concerned consignee of the Contract."

Failure in the submission of aforesaid by the contract holder may result in with –holding of the payment of their bills against such supply.

Jurisdiction: The Court at Dhanbad in Jharkhand State only will have the jurisdiction to deal with & decide any legal matter or dispute whatsoever arising out of our contract.

Submission of bill(s) & Documents:- You will send Performa Invoice well in advance to the consignee/Paying authority directly. Your final bill(s) for 100% payment in triplicate duly stamped and pre-receipted along with packing list, Warrantee/guarantee certificate etc shall be submitted to the consignee for regularisation/ adjustment of advance payment made against delivery.

Liquidated Damage Clause: 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 is 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%.
- 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 forfeit the security deposit full or in part.
- f) 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 on any such purchase.

All other terms and conditions are as per CCL RC No. 0220120312-231 dtd 22.2.2012 with Lucas Indian Services.

This purchase order/ contract is issued with the concurrence & approval of the Competent Authority.

Indent No. No 7955 dt 05.11.12 of Bastacola Area

Budget certification No. & date: BCCL/HQ/Pur. Fin./ Store Budget/Rev budget/HEMM Spares/13-14/ 19 dtd 10.04.2013 for Rs.64,117.00 FC no. 67 dtd 12.06.2013 for Rs 64,117.00 & e FC no 116.

Yours faithfully,

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

Copy to:-

- GM (Excv.), Koyla Bhawan.
 Depot Officer, Regional Stores, Bastacolla Area ,BCCL, Dhanbad.
 GM (F), Purchase Finance Deptt., Koyla Bhawan.
 Tech. Cell. MM Divn. Koyla Bhawan.
 Office Copy/Master Copy.