



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
Under Jurisdiction of
Dhanbad Court and
Jharkhand High court
only

Ref. No.Pur/611163/PTO chain/P&H 1900AL shovel/11-12/161 dtd 25.10.2011

PURCHASE ORDER
BY REGD.POST

To
M/s. Impex Earthmovers,
77,Netaji Subhash Road
2nd Floor, Room no. 204,
Kolkata 700001 Fax - 03322431409

Vendor Code: 1/03/M/G/134

Sub: Supply of PTO Chain (Roller Chain) against NCL RC No.63117971/110A1159
dtd 22.09.2011 with M/s. Impex Earthmovers .
your Ref: IEM/BCCL/11-12/130 dtd 26.09.2011

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of PTO Chain (Roller chain) as detailed hereunder:

Scope of Supply :

Item, Description and price

Sr no.	Description of items	Qty	Unit basic price(Rs._)	Extended value in Rs.
01	PTO Roller chain	2 nos	Rs. 107730.00	215460.00
	Pt no. 20Z875D276		CST @2% Extra	4309.20
	Mat code 15505290362		Total Landed value in Rs.	219769.20

Total value : Rs. Two lakh nineteen thousand seven hundred sixty nine and paise twenty only)

Make :Pulton chain Co. Inc ,Japan

Pulton part no. 60HI-6R/276 Links

Packing Forwarding & Freight & ins. : Nil.

TERMS & CONDITIONS

01	Price	Firm & FOR destination & price will be firm till completion of supply against the supply order.
02	Excise duty	Excise copy of invoice to be submitted along with each supply to enable BCCL to avail Cenvat Credit.
03	Sales Tax	CST shall be paid extra as applicable. Present ratio of CST is 2% against form "C". Any statutory variations at the time of supply shall be applicable
04	Payment	100% payment shall be made within 21 days of receipt and acceptance of materials at site or submission of bills complete in all respect whichever is later. Payment shall be made through Electronic fund transfer (EFT) which you are requested indicate your EFT N A/c no. name of Bank branch, MICR code/IFSC code, RTGS code in your invoice for facilitating payment through EFT. Banker's Name and address: State Bank Of India, Biplabi Rash Behari Basu

		Road, 10 B.R.B.B road , 1 st floor , Kolkata-700001A/c no. 10788105479, IFS/Banks, RTGS code SBIN0001218, Branch code 1218, MICR Code- 700002018
05	Delivery	Within 3-4 months from the date of placement of order.
06	Warranty/Guarantee	<p>You will give a warrantee for satisfactory performance of the supplied materials for a period of twelve months from the date of commissioning or 18 months from date of receipt at consignee end whichever is earlier. You will be responsible for any defect that may ,under the conditions provided for, by the contract and under proper use arising from faulty materials ,design or workmanship and shall remedy such defect at his own cost. If it became necessary for the supplier to replace or to renew any defective parts such replacement and renewal shall be made by the supplier without any extra cost to BCCL.</p> <p>Defective spares will be replaced by new spares 100%free of cost on FOR destination basis. warrantee replacement should be completed within a reasonable period ie within one month from indigenous goods and three months for imported goods.100% free of cost at ultimate consignee end from the date of claim. All cases of warrantee replacement /rectification will be decided on the basis of joint inspection of user's representative and seller representatives. You will also certify that your product are exact replacement of /fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for and conform to performance guarantee as per OEM standard.</p>
07	Security Deposit	Exempted being authorized dealer of OM
08	Consignee	The Depot Officer, Central Store Jealgora. (a/c Block-II)
09	Paying Authority	GM(F), purchase Finance Deptt. , Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
10	Inspection	Materials to be supplied shall be of best quality workmanship and shall be in accordance with the specification laid down in the supply order. final inspection will be carried out by Consignee after receipt of material at site. The spare parts found defective or not in accordance with the specification mentioned in the supply order will be rejected and intimated to you for replacement within 30 days from the date of receipt of intimation.
11	Mode of Dispatch	By Road on safe arrival of the item s at the consignee end will be the responsibility of the supplier. Depot officer may be contacted for issue of Road permit. before dispatch of materials.
12	Manufacturer's test certificate	Manufacturer's test certificate must be submitted along with each supply.
13	Submission of Import Document	<p>You will submit the following import documents along with supply:</p> <ol style="list-style-type: none"> copy of Packing list or Invoice of foreign manufacturer drawn in favour of Impex Earthmovers , Kolkata Copy of bill of lading in favour of Impex Earthmovers, Kolkata showing M/s Pulto Chain Co. Inc. Japan as seller. Copy of bill of entry. Copy o f certificate of origin <p>Above documents will be submitted in original with certified copy to the consignee and Payment authority. The original document will be returned after verification and certified copy will be retained.</p>
14	Manufacturer identification mark / symbol	The manufacturer's distinctive identification mark / symbol and also serial no. size ,type, product designation etc. If any, must be clearly embossed/engraved/punched on each and every item as far as practicable and wherever possible at a visible place which is not subject to normal wear and tear. Apart from this a tag may be attached to each part/item giving identification mark, part no. description, year of month and manufacturer etc.

15	LD clause and Price fall clause	<p>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:</p> <p>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.</p> <p>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</p> <p>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</p> <p>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.</p> <p>d) To encash any Bank guarantee which is available for recovery of the penalty or</p> <p>e) To forfeit the security deposit full or in part.</p> <p>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 under this clause.</p> <p><u>PRICE FALLCLAUSE.</u></p> <p>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.</p> <p>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 GM (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 successful bidder shall furnish the following certificate to the consignee /paying authority along with bill:</p> <p>"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 person/ organisation 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"</p> <p>Failure in submission of aforesaid certificate by the contract holder may result in withholding of the payment of their bills against supply.</p>
16	Submission of bills	<p>A. following documents shall be submitted to the consignee:</p> <p>i) Consignment no.</p> <p>ii) Challan</p> <p>iii) Warrantee / Guarantee Certificate/ Inspection report wherever required</p>

		iv)Any other documents specified in the order B. following documents should be submitted to the paying authority;; i) 100 % bill in triplicate duly pre receipted and stamped. ii) Copy of the consignment note / Warrantee/ Guarantee Certificate/ copy of Inspection note wherever is required. iii) any other documents specified in the order.
17	Price Certificate	You shall require to submit the following certificate along with your bill to the consignee and paying authority : “ The price charged by you against this order is the lowest and is same as applicable to other Govt. deptt./ undertakings/other organization. You will also certify that the quoted rate are not higher than rates quoted/price charged by you for the same / similar item to other customer world wide.”
18	Custom duty Certificate	You will furnish a certificate along with supply /bill from your auditor certifying that custom duty has been paid as per prevailing custom rate & refund if any has been passed on to the buyer.
19	Technical support and service	You will render technical support and service to ensure fitment, proper usage, maintenance and satisfactory performance of the spares. You will ensure quarterly visit of your service personnel for smooth functioning of supplied items.

All Other terms and conditions are as per NCL Rate Contract no. .63117971/110A1159
dtd 22.09.2011 with M/s. Impex Earthmovers

Indent No. Indent /P&H shovel/PTO chain/11-12/90 dtd 26.09.2011 (IR no. 611163(11-12)
dtd 22.10.2011

Budget certification No. & date: BCCL/HQ/Pur. Fin./ Store Budget/Rev budget/HEMM Spares/11-12/HQ Excv/292 dt 29.09.2011 for Rs.219769.20 only and FC no. 177 dtd 25.10.2011

Yours faithfully,

(A K Sinha)
Sr. Manager (P)

Copy to:-

1. GM (Excv.), Koyla Bhavan
2. GM , Block-II, BCCL, Dhanbad
3. Depot Officer, Central Store Jealgora, BCCL, Dhanbad
4. GM (F), Purchase Finance Deptt., Koyla Bhavan
5. Tech. Cell. MM Divn. Koyla Bhavan
6. Office Copy/Master Copy