



**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/611124/Hyd.Pump for 1035 CAT Dumper/11-12/162

dtd 25.10.2011

**PURCHASE ORDER**  
**BY REGD.POST**

To  
M/s. Flodyne Corporation,  
Swami Narayan Temple Complex  
Opp:- A.C.Market,Katras Road,  
Dhanbad 826 001

Vendor Code: 1/13/M/G/617

Sub: Supply of Hyd.Pump for 1035 CAT Dumper against WCL RC No. 40021951 B  
dtd 26.11.2010 with M/s.Flodyne Corporation, Dhanbad.  
Ref: FC/BC/10-11/207 dtd 27.12.2010

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Velijan- Denison make Hydraulic .Pump for 1035 Dumper as detailed hereunder:

Sr. No.	Material Code.	Item Description/ Part No.	Qnty. (No.)	Unit rate(Rs)	Extended Value(Rs)
01	11609973963	Hyd. Pump for 1035 Dumper with Suction Connector Part no. 81044343	23 NOS.	75430.00	1734890.00
				Extra JVAT @ 14%:	242884.60
				Total landed value in Rs :	19,77,774.60

(Rs. Nineteen Lakh Seventy Seven thousand seven hundred seventy four and paise sixty only)

**TERMS & CONDITIONS**

01	Price	Firm & FOR destination inclusive of packing, forwarding, freight and insurance charges up to destination.
02	ED,Ed Cess	Not applicable
03	Sales Tax	JVAT shall be applicable extra @ 14% as indicated above, against submission of VAT Invoice
04	Payment	100 % payment within 21 days after receipt & acceptance of materials or submission of Bills whichever is later at consignee's end.
05	Delivery	Within 3-4 months from the date of placement of order,Early supply acceptable.Delivery period shall be reconed from 7th day of placement of order.
06	Warranty/Guarantee	3000 working hours from the date of fitment or 18 months from the date of receipt and acceptance of materials at destination stores, whichever is earlier.
07	Security Deposit	Firm should deposit Security money within 15 days of the date of order drawn in favour of Bharat Coking Coal Ltd payable at Dhanbad . In case you fail to deposit the security money the contract may be cancelled and the case may be processed

		to contract elsewhere at discretion of BCCL. The security money will be deposited by the firm is Rs.197780.00 Only in the form of Bank Draft or Bank Guarantee(if it is in Bank guarantee it should be valid for three months beyond delivery period .The security money will be refunded within 30 days of satisfactory execution of contract . No claim shall be entertained against BCCL in respect of any interest etc against the security deposit . A copy of Format of Bank guarantee is enclosed here with.
08	Consignee	The Depot Officer, Central Store Jealgora.BCCL Dhanbad
09	Paying Authority	GM(F), purchase Finance Deptt. , Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
10	Inspection	Final inspection Shall be carried out at Consignee's end.after receipt of materials at destination stores.
11	Mode of Despatch	By Road on freight paid basis.
12	Manufacturing certificate	As the order is to be placed on the basis of consideration that you are an authorized distributor of Denison Hydraulics India Ltd manufacturer of the indented material So a certificate on the body of the bill is required as :” Certified that the item supplied and included in the bill/ invoice are Denison (Veljan) make and have been manufactured in your principal's works situated at -----( address of the Factory)
13	Fitment guarantee	You have to submit the fitment guarantee for proper fitment on the equipment without any modifications.
14	LD clause and Price Fall Clause	Applicable as per Annexure –I (enclosed here with)
15	Submission of Bills	For claiming payment ,following documents are to be submitted along with original bills as per terms of supply order to the consignee: i) Pre receipted and stamp invoice (original buyer's copy of invoice ) in quadruplicate ii) Packing list in original giving details of bills of materials iii) Consignment note/RR/PWB in original iv) Warantee / Guarantee Certificate v) Manufacturer's test certificates as per supply order terms vi) Any other documents if applicable as per order Please indicate your Bank A/c no. , Name of Banker, Nature of Accounts, MICR code and IFSC code to facscilitate payment through EFT while submitting your bill.
16	Force Majeure clause	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: 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

		<p>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>
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All other terms and are as per WCL Rate Contract no. 40021951B dtd: 26.11.2010

**Indent No.** Indent /1035/11-12/66 dtd 19.07.2011 ,IR No. 611124 (11-12) dtd 30.08.2011

**Budget certification No. & date:** BCCL/HQ/Pur. Fin./ StoreBudget/Rev Budget/11-12/HEMM Spares/HQ Excv/234 dt 01.08.2011 for Rs.19,77,774.60 onlyand FC no. 178 dtd 25.10.2011

Yours faithfully,

(A K Sinha)  
Sr Manager (P)

Copy to:-

GM (Excv.), Koyla Bhavan  
Depot Officer, Central Store Jealgora, BCCL, Dhanbad  
GM (F), Purchase Finance Deptt., Koyla Bhavan  
Tech. Cell. MM Divn. Koyla Bhavan  
Office Copy/Master Copy

#### 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.

MM(P)