



**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/611170/Cross Assly/ 1035 CAT Dumper/11-12/ 176

dtd 10.11.2011

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

To  
M/s. Parts Corporation of India  
P-25,Princep Street,1st Floor  
Kolkata 700072

Vendor Code: 1/12/M/S/074

Sub: Supply of Cross Assly (UJ Kit) for 1035 CAT Dumper against WCL RC No. 40921977 B  
dtd 10.02.2010 with you.

Ref: PCI/2011-12/BCCL(HQ)/0488 dtd 15.07.2011

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of  
"Mechanics" make (U J Kit) Cross Assly for 1035 Dumper as detailed hereunder:

**Scope of Supply :**

Item, Description and price

Sr no.	Mat code	Description of items	Qty	Unit basic price(Rs._)	Extended value in Rs.
01	11609950479	Cross Assly (UJ Kit)	40 nos	Rs. 6600.00	264000.00
		Pt no 081019082/081046921 /9V7710		CST @2% Extra	5280.00
		Manufacturer part no. 03076871		Total Landed value in Rs.	269280.00

Item should be self lubricated type .

Total value : Rs. Two lakh sixty nine thousand two hundred eighty only)

Make : "MECHANICS" manufactured by GKN Rockford Inc. USA

**TERMS & CONDITIONS**

01	Price	Prices are FIRM and on FOR destination basis inclusive Packing ,forwarding, freight and transit insurance charges up to destination.
02	ED,Ed Cess	Not applicable
03	Sales Tax	CST shall be paid extra as applicable. Present ratio of CST is 2% against form "C". Declaration form shall be issued by Consignee/paying authority.
04	Payment	100% payment shall be made within 21 days of receipt and acceptance of materials at site or submission of bills which is later at consignee stores.
05	Delivery	Within 03 months from the date of receipt of firm order of order or earlier. Delivery period shall be reckoned from the seventh day of the placement of order.
06	Warranty/Guarantee	3000 Working hrs from the date of fitment or 18 months from the date of receipt and acceptance of materials whichever is earlier.
07	Security Deposit	The value of security money to be deposited shall be 10% of the value (Landed value) of the order in the form of bank draft / bank guarantee of any schedule bank

		without having any ceiling. Security deposit may be deposited within 15 days of issue of order. In case of failure of the contract the contract shall be cancelled and the case shall be processed to order elsewhere and the firm's performance will be kept recorded for future dealing with them. (Format for BG for security money enclosed)BG should be valid for three months beyond the delivery period.
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 will be arranged by the consignee after receipt of materials at destination.
11	Mode of Despatch	By Road on freight paid basis.
12	LD cum risk purchase 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 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:</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 canceling 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>e) To en-cash any Bank guarantee which is available for recovery of the penalty or</p> <p>f) To forfeit the security deposit full or in part.</p> <p>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.</p>
13	Fitment guarantee	You have to submit the fitment guarantee for proper fitment on the equipment without any modifications.
14	Conditions as to quality	All goods/stores furnished to the purchaser under this order shall be genuine make and Brand of the highest grade free of all defects and faults and the of the best materials of the type ordered and in full conformity with correct specification and quality aforesaid or deteriorate otherwise then by wear and tear the purchaser will be entitled to reject the said description and quality. On such rejection the stores will be at seller's risk. If the seller so desires to rejected goods may be taken over by him or his agents for disposal in the state of such rejections.The seller shall if required replace the goods or such portion thereof as have been rejected by the purchaser free of cost at ultimate destination at the option of purchaser.The seller shall pay to the purchaser the value thereof at contract price and such other

		expenditure and damage as may be arise by reason of the breach of conditions here in before specified Nothing here in contained shall prejudice any other right of the purchase in this behalf under the contract
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) 100% bill s in quadruplicate duly pre receipted and stamped. ii) Packing list in original giving details of bills of materials iii) Delivery challan in original duly signed and stamped by authorised signatory iv) Copy of consignment note, Warrantee / Guarantee Certificate v) Manufacturer's test certificates as per supply order terms vi) Copy of Import documents vii) 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.
17	Identification mark	You should mark your identification mark/logo on a non wearing surface of the item
18	Import documents	The following import documents have to be submitted with each supply for acceptance of materials  Self attested copy with original principal invoice/Packing list Self attested copy of bill of lading/Airway bill Self attested copy with original bill of entry. Self attested copy with original certificate of origin. You shall provide clear linkage of items as per order with documents furnished under clause (a), (b) & (c) for acceptance the original documents under a, c & d shall be returned after verification with attested photocopy and making endorsement on original relating to transaction made.

All other terms and conditions shall be applicable as per WCL Rate Contract no. 40921977 B dtd: 10.02.2010

**Indent No.** Indent /1035/11-12/65 dtd 19.07.2011 ,IR No. 611170 (11-12) dtd 28.10.2011

**Budget certification No. & date:** BCCL/HQ/Pur. Fin./ Store Budget/Rev Budget/11-12/HEMM

Spares/HQ Excv/235 dt 01.08.2011 for Rs.269280.00 only and FC no. 198 dtd 05.11.2011

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

### FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan, Purchase Finance  
Koyla Nagar  
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called “the Purchaser” (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the “said Contract” to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the **security deposit** to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ..... Bank Limited ( hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. ....(Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ..... Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... We, the ..... Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of ..... or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... Bank Limited lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. .... Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Dated .....day of .....  
For ..... Bank Limited.

Signature of the authorized person  
For and on behalf of the Bank

