



BHARAT COKING COAL LIMITED
 (A Subsidiary of Coal India Limited)
 Office of the Chief General Manager(MM)
 Koyla Bhawan : Koyla Nagar
 Dhanbad : 826 005

GRAM ; KOKINGKOL
(Phone No. 0326 – 2230181
(Fax No. 0326 -2230183)

Ref. No. Pur/200099/Rotate Shaft /24/96 Dragline/11-12/ 112

dtd. 11.08.2011

PURCHASE ORDER
BY REGD./SPEED POST

To
 M/s. Vulcan Industrial Engg. Co. Ltd.
 A-2/440, G.I.D.C.
 Vithall Udyognagar 388 121
 Dist. Anand
 Gujrat

Vendor Code: 1/25/M/S/005

Sub: For supply of Rotate Shaft for R&R 24/96(W2000) Dragline.

Ref: i) our tender No. Pur/200099/Rotate Shaft /24/96 Dragline/Global /e
 tender/10-11/102 opened on 31.01.11 (off line & 1.02.11 on line)

ii) your offer no. No. OBC00591011 dt. 25.01.2011 and letters dtd
 29.06.2011 and 11.08.2011

Dear Sirs,

With reference to above, we for and on behalf of BCCL, hereby place order for supply of Rotate Shaft suitable for 24/96 Dragline as per detailed specification, terms and conditions mentioned below:

Scope of Supply :

Sl#	Mat Code	Item Description	Pt no./Firm's ref. code	QT Y. In nos.	RATE in `	VALUE in `
01	11301013406	Rotate Shaft	26052G301	01	2598750.00	2598750.00
					Discount(-)	78000.00
					Sub total in Rs.	2520750.00
			Extra Excise duty and Ed.cess @ 10.30% against documentary evidence			259637.25
			Extra CST @ 2%			55607.75
				Landed Value in `.:		2835995.00

(Twenty eight Lakh thirty five thousand nine hundred ninety five only)

Terms and Conditions:

01	Price:	Firm & F O R destination basis
02	ED & Cess	Extra as applicable within delivery schedule against documentary evidence. Present rate of ED is 10% & 3% on ED as ED Cess and &SHE cess
03	CST	Extra as applicable within delivery schedule. Present rate of CST is 2% against Form 'C'
04	P/F Freight & Ins.	Nil
05	Payment term:	100 % payment within 21 days from the date of receipt and acceptance of materials or date of receipt of Bills by the consignee whichever is later
06	Delivery:	Within 6to 9 months from the date of receipt of order.
07	Inspection:	Final inspection will be arranged by the Consignee at Consignee's end by inspection authority.
08	Warranty:	The item should carry a warranty of 5000 working hours from the date of fitment or 24 months from the date of supply whichever is earlier. In case of premature failure the defective parts will be replaced free of cost within 60 days of intimation.
09	Price Fall & L.D. Clause:	Applicable as per Annexure I (enclosed)
10	Logo:	Items supplied will be embossed with logo /identification mark of the firm preferably at a non wearing surface.
11	After Sales Service:	The firm shall provide after sales service to the end user .
12	Fitment Guarantee:	The firm should give fitment guarantee of spares in Ransoms and Rapier 24/96(W2000) Dragline of Block-II OCP ,Block-II Area,machine sl no. 1320 without any alteration ie. addition or deletion. Item must be as per design of OEM specification.
13	Submission of Bills:	100% value of bill duly stamped & pre-receipted in quadruplicate 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 documentary evidence of Excise duty payment if claimed and any other document specified in the order.
14	Consignee:	The Depot Officer, Regional Store Block-II, BCCL, Dhanbad.
15	Paying Authority:	GM (F),MM. Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
16	SD & EMD	Exempted as registered with NSIC.
17	Price Certification	You will certify on the bills that the prices charged are not higher than charged to any other subsidiary of CILor any other Govt. Department/Undertakings and others
18	Mode of Dispatch	The consignment should be dispatched by Road on freight paid basis.
19	Trade mark	"VIE"
20	Packing	The consignment should be securely packed to prevent any loss/damage or pilferage in transit.
21	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

		<p>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 his bid and state whether they have been taken into consideration in their quotations.</p>
22	Inspection and 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>
23	ED refund credit certificate	The firm would submit certificate of auditor that refund / credit if any obtained in respect of Excise duty shall be passed on to the buyer(BCCL).
24	Bank A/c no	State Bank of India, Near Janta Chokdi, VU Nagar, Dist. Anand-388121,Gujrat Branch /RTGS Code-SBIN0003119 Current A/c no. 30101217304
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. Two copies of order are 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.

This order is placed against Indent No.1000/GN/10-11/0041 dtd 28.04.2010 (IR no. 0099(10-11) dtd 27.07.2010.

Budget Certification No.: BCCL HQ/Pur.Fin./store budget/Rev Budget/2011-12/HEMM Spares/HQ Excv/244 dated 09.08.2011 for Rs.28,35,995.00 and FC no. 100 dtd 9.08.2011/HEMM spares.

Encl : Annexure-I

Yours faithfully,

(A K Sinha)
Sr Manager (MM)

Copy to:-

General Manager, Block II Area, BCCL
General Manager (Excv.), Koyla Bhavan
Depot Officer, Block-II Regional Stores, BCCL, Dhanbad
GM (F) (Pur), Purchase Fin Deptt. Koyla Bhavan.)
Tech. Cell, MM Divn./ Office copy
Master copy

ANNEXURE-I**PENALTY FOR FAILURE TO SUPPLY IN TIME**

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 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 encash 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 supplier must confirm the acceptance of this Penalty clause, which will not be altered.

PRICE FALLCLAUSE.

- 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.
- 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 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.