



**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 only**

Ref. No.Pur/200013/Swing Box/RT-630C Crane/11-12/104

dtd 30.07.2011

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

To  
 M/s. TIL Limited  
 Kusum Vihar Colony  
 P.O. Koyla Nagar  
 Dhanbad 826 005

Vendor Code: 1/13/M/X/300

FAX: (0326) 2230743

Sub: : Supply of Swing Box for TIL Crane Model RT.630C

Ref: Tender No Pur/200013/Swing Box/RT-630 Crane/10-11/88  
 opened on 15.02.2011

Your offer no. ER/NG/OC/10-11/148-B dtd. 02.02.2011 & subsequent  
 Letter dtd 24.02.2011 dtd 30.03.2011,dtd 14.05.2011

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Swing Gear Box for TIL make crane model – RT630C for Lodna and Barora Area as detailed hereunder:

Sl no.	Mat code	Part No.	Description	qty in No.	Unit rate in Rs	Extended Value
1	10953990214	7576134191	Swing Box Assly	02	588728.00	1177456.00
					Total Value	1177456.00
				Vat @ 4% extra		47098.24
				Landed value in Rs.		1224554.24

(Rupees Twelve Lakh twenty four thousand five hundred fifty four and paise twenty four only)

**Terms & Conditions:-**

01	Price	Firm & FOR destination.
02	ED & Ed Cess	Not applicable
03	<b>Sales Tax</b>	@ 4% as offered. Extra as applicable on the date of delivery within delivery schedule
04	<b>Payment</b>	100 % payment within 30 days after receipt & acceptance of materials or at consignee's end or from the date of receipt of Bill whichever is later by the consignee.

05	<b>Pkg., Fwdg, Frt. &amp; Ins.</b>	Inclusive
06	<b>Delivery</b>	To deliver the materials to consignee end within 8-10 weeks from the date of receipt of order
07	<b>Warranty</b>	For a period of 24 months from the date of supply or 5000 working hours from the date of fitment whichever is earlier. In case of premature failure the defective parts will be replaced free of cost within 60 days of intimation.
08	<b>Price Fall &amp; L.D.</b>	As per Annexure-I enclosed.
09	<b>Logo/ identification</b>	Items supplied shall have logo /identification mark engraved/embossed preferably at a non wearing surface
10	<b>After Sales Service</b>	You shall provide after sales service to the end user if required
11	<b>Fitment Guarantee</b>	The firm will submit a Certificate of Fitment Guarantee that material will be fitted in the 30 T Crane model 630C M/c Sl no. 404329 of Lodna Area and sl no. 404322 of Barora Area BCCL without any alteration(deletion/addition). The item must be as per design of OEM
12	<b>Security Deposit</b>	The firm is required to deposit security money in the form of Bank Draft drawn in favour of “Bharat Coking Coal Limited” payable at Dhanbad, or by way of Bank Guarantee of any schedule Bank for 10% value of the order (value means F.O.R destination price) i.e. Rs.122455.00 within 15 days from the date of receipt of order. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealings with them. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. The BG for SD should be valid for three month beyond the delivery period (Format enclosed)
13	<b>Consignee</b>	Depot officer Central Stores Jealgora ,BCCL (A/c Lodna Area X and Barora Area-I)
14	<b>Paying Authority</b>	GM (F)MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
15	<b>Inspection</b>	By the representative of Consignee at Consignee’s end.
16	<b>Mode of Dispatch</b>	By Road.
17	<b>Jurisdiction</b>	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only

**Indent Nos.** i) 1000/GN/6657 dtd 28.08.2009 of Lodna Area ii) RS/01/LP/09-10/1129 dtd 28.07.2010 of Barora Area (IR No.0013(10-11) dated 24.04.2010

**Budget certification No. & date:** BCCL/HQ/Pur. Fin./ Rev Budget/2011-12/HEMMspares/HQ Excv/202 dt 21.07.2011 for Rs.1224554.24 only . FC no. BCCL/Pur-Fin/FC/79 dtd 28.07.2011

Yours faithfully,

(A K Sinha)  
Sr. Manager(P)

Copy to:-

GM (Excv.), Koyla Bhavan

Depot officer Central Stores Jealgora ,BCCL (A/c Lodna Area X and Barora Area-I)

GM (F)MM (Pur), Purchase Finance Deptt., Koyla Bhavan

Tech. Cell. MM Divn. Koyla Bhavan

Office Copy/Master Copy

ANNEXURE-I

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.

The bidder should confirm their acceptance of the above clauses.

SM(P)

**ANNEXURE-II**

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
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.