



BHARAT COKING COAL LIMITED  
( A Subsidiary of Coal India Limited )

Office of the Chief General Manager(MM)

Materials Management Department

Commercial Block L-III , Koyla Bhawan : Koyla Nagar

Dhanbad : 826005(Fax No- 0326-2230183)

**Under jurisdiction of Dhanbad Court  
and Jharkhand High Court only.**

SUPPLY / PURCHASE ORDER

**BY REGD.POST / SPEED POST**

Ref no: BCCL/ Pur/300130/Weigh Bridge/Kustore/10-11/E-tender/65(A) Date 23/27.6.11

To  
M/s Precision Electronic Instruments Co.  
17, Pschim Vihar Extension,  
Rohtak Road, New Delhi- 110063  
FAX- 011 – 25216312  
Ph. – 011- 25215147/49  
( Vendor Code: 1/01/M/S/026 )

Sub: Supply of 60 T Electronic Road Weigh Bridge.

Ref: i. BCCL Tender No: BCCL/ Pur/300130/Weigh

Bridge/Kustore/10-11/E-tender/130 pened on 17.03.2011

ii. Your offer No. PEIC/TNDR/453 DT 11.03.2011 read along  
with subsequent correspondences and your last letter dated  
06.05.2011

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place  
**PURCHASE ORDER** on you for supply of 60 T Electronic Road Weigh Bridge  
, (Material Code :95010200154 ) at the following price, terms and conditions:

**1. SCOPE OF SUPPLY:-**

SN	Item	qty	Unit Rate	Value
1	Electronic Road Weigh Bridge 60T	01 no	666000.00	666000.00
	(As per Technical Specification at ANNEXURE-A)		Excise Duty Extra @ 10.30%	68598.00
			Central Sales Tax @ 2% against C form	14691.00
			Landed	<b>749289.00</b>

## TERMS & CONDITIONS:

1. **Payment Terms:** 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates to the effect that the equipment has been erected and commissioned to entire satisfaction.

2. **Prices:** FIRM and FOR destination except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.

3. **DELIVERY SCHEDULE:-- Within 90 days from the date of receipt of order .**

### **NOTE : Safe arrival of materials shall be your responsibility.**

4. **Performance Bank Guarantee** – You shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as **APPENDIX-I** (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be valid for three months beyond the expiry of Guarantee/Warranty period ,the same shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise. It shall either be released or extended depending upon the merit of the case .This Performance Guarantee shall be for the performance of the Contract / Supply Order.

5. **Security Money:** You shall will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices ) without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. The validity of BG will be for a period of 3 months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. **For successful tenderers, the Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited.**The Bank Guarantee should be submitted on **Rs.250/-** non-judicial stamp paper as per the enclosed format at enclosed **Annexure-C..**

6. **Inspection** – Final inspection shall be carried out at the consignee end after receipt of materials.

7. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

## **8. PENALTY FOR FAILURE TO SUPPLY IN TIME**

The 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 deliver 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 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.

## **9. 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.

10 Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.

11 Guarantee /Warranty – The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures.

12.Packing: Consignment shall be supplied in suitable standard proper packing.

13 Force Majeure Clause – If the execution of the supply order is delayed beyond the period stipulated in the 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.

14 Consignee – Depot Officer, Ekra Central Stores.,P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

15. Paying Authority- GM(MM) Koyla Bhawan.

16. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

**17 ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(L K Jha)

. CM(MM)

## INDENT REFERENCE

Indent no. and Date	Budget Certification no. & dt.
BCCL/KA/E&M/2008 dt.04.12.09 of Kustore Area  IR No. 0130 (10-11) dt. 7.01.2011	BCCL/C&B/BE/11-12/CODE:- 7615 /No.50 DT22.06.11 for Rs 749289.00  Account No. Capital

Copy to:

1. Depot Officer, Ekra Central Stores.
2. GM(F) MM , Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. GM, Kustore Area .
5. MM(Tech Cell), MM Div,Koyla Bhawan.
6. Master File/Office Copy.