



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)

ORIGINAL BY REGD. POST.

SUPPLY / PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. Pur/ 530022B/CS Gear & Tail Rope Attachment/EJ/10-11/Kapur/69 Dt. 28/06/11

To,

M/s. Kapur Mining Equipment Pvt.Ltd. , Vender code: 229160
G T Road(West),KUMARPUR, 1/03/M/U/254
ASANSOL-713301 (W.B.) FAX: 0341- 2251390 /
2254707

Sub.: Tender No. Pur/ 530022B/CS Gear & Tail Rope Attachment/EJ/
10-11/46 ; Due & Opened on 09 / 09 / 2010

Ref.: Your offer No. KME/GS/Q473 Dt. 06/09/2010 & subsequent
correspondence on the above subject .

Dear Sirs,

With reference to the above, we , for and on behalf of BCCL , hereby place
PURCHASE ORDER on you for supply of following items as per rate , terms and conditions
indicated below :

1. SCOPE OF SUPPLY : BALANCE ROPE/ TAIL ROPE ATTACHMENT

*The detailed description along with specification / size / Pt. No. of the items along with Qty. to
be supplied , Unit Rate and Extended Value will be as under :*

S/N	Description	Qty.	Unit Basic Rate(Rs)	Extended Value
1	DGMS approved SG of Balance Rope/Tail Rope attachment for winding rope size 44mm , SWL 6T (Drawing No. Dy.CE(CJ)/333/77	2	505050.00	1010100.00
	CST @ 2%			20202.00
	Total Landed Value			1030302.00

Other Technical details will be as per Annexure “ A “ enclosed .

- 2. TOTAL ORDER VALUE :** The total order value will be Rs. 10,30,302.00 (Rupees
Ten Lakh Thirty Thousand Three Hundred and Two) only on F.O.R. Destination basis .
- 3. Excise Duty & CESS :** Not Applicable in present case .
- 4. Sales Tax :** CST @ 2 % against issuance of Form ‘ C ‘ as indicated above .
- 5. Packing & Forwarding Charges :** Inclusive .
- 6. Freight & Insurance Charges :** Inclusive
- 7. Mode of Despatch :** By Road on F.O.R. Destination , Freight paid basis .

NOTE : You will ensure safe & sound delivery of stores at consignee's end .

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8. Road Permit : Road Permit , if required , may be obtained directly from the consignee

under intimation to this office.

1. Delivery Period : Supply to be completed within 3 months from the date of receipt of order .

However, keeping in view of our extreme urgency, earliest delivery will be appreciated.

<i>Any increase in the rate of taxes & duties beyond delivery period will be to your account .</i>
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10. Consignee & Paying Authority : Consignee & Paying Authority for this order will be as under :

Consignee	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	The General Manager (F) , MM Division , Koyla Bhawan , B.C.C.L. , Dhanbad

11. Payment Term : 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

12. Submission of Bill : 100% value of bill duly stamped , signed & 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, Consignment note (if required) , packing list if any, guarantee/warranty certificate, fitment / Test certificate if required , proof of payment of freight charges if freight is claimed , documentary evidence of Excise duty payment if claimed, Price Certificate , Copy of Inspection Note of CMPDIL (If required) and other documents as per order .

(Note – All documents to be submitted shall be duly authenticated)

No payment will be made without submission of performance Bank Guarantee & security deposit , if covered in order .

13. Guarantee /Warranty : Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end , whichever is earlier , against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

14. PRICE CERTIFICATE : You should submit a certificate along with bill as stated below
“ The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date “

15. Performance Bank Guarantee – Not Required .

16. Security Deposit – Waived as being registered with NSIC .

17. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative

18. 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 this office .

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 you , as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 you, on your account and risk , 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 your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

19. 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.

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All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms .

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

This contract is concluded with the issuance of this order . Two copies of the order is being sent to you . You are advised to acknowledge the receipt and acceptance of the order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution.

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

(A.K. Choudhary)
Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	Budget Certification no. & dt.
	04/1122/09-10/501 Dt. 25/08/09 I.R.No. 0022(10-11) Dated 22/05/10 A/C E.J. Area .	BCCL/C&B/BE/11-12/AA57 Dt. 27 / 06 / 11 for Rs. 38,91,402/- A/C P&M Code – CAP ; 7615

Copy to:

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

Chief Manager (MM)

ANNEXURE – “ A “

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TECHNICAL SPECIFICATION FOR 6 T TAIL ROPE ATTACHMENT

DGMS approved type SG of Balance / Tail Rope Attachment suitable for 44mm dia. Rope (SWL-6T) from DGMS approved manufacturer only as per latest DGMS circulars , standards etc.

IMPORTANT : -

- 1 . The manufacturer must have DGMS approval to manufacture the tendered item .
- 2 . Drawing no. Dy.CE(CJ)/333/77 to be followed during manufacturing .
- 3 . Materials and manufacturing process should be followed as per guideline of DGMS .
- 4 . Minimum factor of safety – 10
- 5 . Each components must be permanently and legibly be marked with the identification mark and number .
- 6 . 100% items will be tested from CMRI / NTH for proof load (3xSWL) , NDT as per DGMS guidelines . Also , chemical composition test for the material used in the manufacturing to be carried out . All test certificate in original to be submitted along with the supply .

7 . Life : Life of C.S. Gear components shall be as per C.M.R. 81 (1)

8 . Inspection / After sales Service :

A quarterly joint inspection for wear percentage , visible cracks and other apparent defect will be carried out in the 1st year after installation . A copy of the joint report will be compulsorily be submitted to the office of the CGM(E&M) .

From 2nd year up to the recommended life , the half yearly joint inspection will be carried out and report will be submitted as above .

9 . Any complaint will be attended within 24 hours .

Chief Manager (MM)