



Bharat Coking Coal Limited
(A subsidiary of Coal India Limited)
Office of the Chief General Manager (MM)
MM Divn., Koyla Bhawan, P.O. Koyla Nagar,
Dhanbad – 826 005, Jharkhand (India)

GRAM: KOKINGKOL
Phone: (0091) 326-
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2230183

Ref. No.: Pur/200291/Links/24/96 Dragline/11-12/99

dtd 29.07.2011

**PURCHASE ORDER
BY REGD. POST**

To,

Vendor Code:1/12/M/S/090

M/s R K Engineering Corporation
2, Ganesh Chandra Avenue
Commerce House
5th Floor, Room no. -8A
Kolkata-700013

Phone no. 033 22132951

Dear Sir,

Sub: Supply of Links for 24/96 Drag Line

Ref: i) Tender No. Pur/200291/Links/24/96 Dragline/09-10/34
opened on 21.06.2010

ii) Your offer No.RK-185/10-11 dtd 07.06.2010 and subsequent letter
no. 438/10-11 dtd 22.12.2010 and no.200/11- 12 dtd 01.07.2011

With reference to above, we ,for and on behalf of BCCL, hereby place order for supply of Links
suitable for 24/96 (W 2000) Dragline at the following Specification ,price, terms and conditions:

Scope of Supply

Sl no	Mat. Code	Description/pt no.	Qty in nos	Rate in Rs.	Value in Rs.
02	11301040902	Upper Hoist chain end Link/91101581	08	12500.00	100000.00
03	11301999055	Lower hoist chain end link/91101648	08	14800.00	118400.00
				Sub Total in Rs.	218400.00
				Extra CST@2%	4368.00
				Total Landed in Rs.	222768.00

(Rs. Two Lakh twenty two thousand seven hundred sixty eight only)

01	Price	Firm & FOR destination basis.
02	Excise Duty	Not applicable ,if applicable during the contract will be borne by the firm

03	CST	Extra as applicable at the time of despatch ,present rate is @ 2% against Form 'C'
04	PF, Frt. Ins.	Inclusive
05	Payment	100% payment within 30 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later.
06	Delivery	Supply to be made 4- 6 months from the date of receipt of order.
07	Guarantee/ Warranty	The item should carry a warranty for a period of 18 months from the date of receipt and acceptance or 12 months from the date of fitment whichever is earlier.
08	Price Fall & LD Clause	Applicable as per NIT
09	Logo	Item to be supplied shall have logo/identification mark preferably at a non wearing surface.
10	After Sales Service	To be provided by the firm to end user
11	Fitment Guarantee	The firm should give a guarantee of fitment of the items in 24/96 (W2000) Dragline sl no. 1320 deployed at Block –II OCP without any alteration i.e. addition or deletion and item must be exactly as per design of OEM specification.
12	Submission of Bills	100% value of bill duly stamped & pre-receipted Bill 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 guarantee certificate, and documentary evidence of Excise Duty payment as per applicable C E rules and any other documents specified in the order.
13	Consignee	The Depot Officer, Central Stores, Jealgora , BCCL, Dhanbad (A/c Block-II)
14	Paying Authority	GM (F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhavan, Koyla Nagar, Dhanbad
15	Inspection	By the Consignee at Consignee's end.
16	EMD & Security deposit	Exempted as registered with NSIC
17	Mode of dispatch	By Road freight paid basis
18	Make-	"RK"
19	Price Certificate	You will furnish a price certificate on the body of the bill that the price charged are the lowest and is same as applicable to other Govt. Department/ Public Sector Undertakings including DGS&D, CIL and its subsidiaries/other organisations.
20	Force Majeure clause	As per NIT
21	Other terms and condition	Applicable as per NIT
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.

Indents No. & Date: i) 1000/GN/09-10/290 dtd 20.07.2009 (RS.BII/15/284/09-10 dtd 23.07.2009) (IR no. 0291(09-10) dtd 02.12.2009

Budget Certification No. & date: BCCL/HQ/Pur. Fin/Rev. Budget/(11-12)/HEMM Spares/HQ Excv/ 226 dtd 28.07.2011 for Rs. 475906.50, FC no. BCCL/Pur FIN /FC/87 dt 28.07.11/HEMM spares.

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

(A K Sinha)
SM(P)

Copy to –

1. GM (Excv), BCCL, Koyla Bhawan
2. GM (F)MM,Pur-Fin BCCL, Koyla Bhawan
3. Depot Officer, Central Store , Jealgora, BCCL, Dhanbad (A/c Block-II)
4. Tech. Cell, MM Division, Koyla Bhawan
5. 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.

SM (MM)