



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 and
Jharkhand High court only

Ref. No. Pur/611201/Spares for 24/96 Dragline /RC/11-12/ 238

dtd 13.02.2012

PURCHASE ORDER
BY REGD.POST

To
 M/s. Rajesh Engineering & Castings
 B-32, New Bombay Market
 Rai Pur- 492001(CG)
 Fax no. 0771 -2283237

Vendor Code: 1/21/M/S/008

Sub: Supply of Spares for Dragline against NCL RC No.63017953/109A1123 dtd 22.11.2010 with you.

Your Ref: RE&C/BCCL/GM (Excv)/24/96 DL Sprs/2011-12/007-1 dtd 22.11.2011

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of spares for 24/96 Dragline as detailed hereunder:

Scope of Supply :

Item, Description and price etc

Sr no.	Item sl no. as per RC	Mat code	Description /Part no.of items	Qty in Nos.	Unit basic price(Rs._)	Extended value in Rs.
01	06	11301040148	Drag /Hitch Chain Shackle Pt no. 91101500	10	110000.00	1100000.00
02	05	11301040195	Drag/Hitch Shackle with Bushing, Pt no. 91101496	04	85000.00	340000.00
03	20	11301040183	Drag Socket Wedge Pt no. 91101529	02	19500.00	39000.00
04	47	11301040092	Shoe Corner wear, Pt no.91101664	02	59000.00	118000.00
05	52	11301040855	Drag Chain,(3") Pt no.91101680	02	265000.00	530000.00
06	55	11301999316	Lower Hoist Chain (2") Pt no. 91101685	02	102000.00	204000.00
					Sub total	2331000.00
					Extra CST @ 2%	46620.00
					Grand total	2377620.00

Total value : Rs. Twenty three Lakh Seventy Seven thousand Six hundred twenty only)

Basis of Price : Prices mentioned are on FOR Destination basis inclusive of Packing& forwarding, Freight & insurance and other charges unto destination. The price will remain firm till completion of supply. Packing ,forwarding freight & insurance charges shall be borne by you.

Warranty/Guarantee: For all items except SI No. 52(Drag chain 911016800), the supplier shall give a warranty/guarantee for satisfactory performance of the supplied materials for a period of 1200 working hours from the date of fitment or 18 months from the date of receipt & acceptance at consignee's end, whichever is earlier. For item no. 52 (Drag chain 911016800), the required minimum guarantee hours for each drag chain is 4000 hours including periodical rebuilding. Periodical rebuilding will be done by BCCL.

The supplier shall be responsible for any defect that may under the condition provided by the contract & under proper use, arise due to faulty materials, design or workmanship & shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement shall be made by the supplier 100% free of cost without any extra cost to Bharat Coking Coal Ltd. The new goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim free of cost to consignee's end.. All cases of warranty replacement will be decided on the basis of joint inspection of the failed goods held between the user's representative & supplier's representative.

Excise Duty: Payable extra at actual against documentary evidence as applicable at the time of supply but within the scheduled delivery period. The present rate of ED is 10.30% including educational cess.

Sales Tax: CST at concession rate will be payable extra as applicable at the time of supply within delivery period. For availing concessional rate of Sales Tax, requisite Sales Tax declaration form will be furnished by the Consignee. Present rate of CST is @ 2% against form-C.

In case of any increase in taxes & duties after expiry of the stipulated delivery period, the increase will be to supplier's account & in case there is any decrease, the same shall be passed on to BCCL.

Security Deposit: Exempted being registered with NSIC.

Delivery: Within six months from the date of receipt of supply order. No material should be supplied beyond the specific delivery period unless amendment of extension of delivery period is obtained from the purchasers ie BCCL.

Payment Terms: 100% payment including all taxes & duties shall be made within 21 days from the date of receipt & acceptance of materials at site or submission of bills complete in all respects, whichever is later. The payment will be made "Electronic Fund Transfer" or e-payment. You are, therefore, requested to indicate EFT No. & other relevant details in your bill(s).

Consignee: Central Stores Jealgora, BCCL, Dhanbad

Paying Authority : GM (F)MM, Pur-Fin, Koyla Bhawan BCCL, Dhanbad.

Bank A/c no. of firm: State Bank of India ,Morwa Branch(Branch code- 3767)A/c no. 10773221573

Mode of Despatch: By Road transport only on door delivery basis at your risk.

Lowest Price Certificate: You will furnish a Price Certificate on the body of each bill that "the prices charged are the lowest & is same as applicable to other Govt. Departments/Public Sector Undertakings including DGS&D, CIL & its subsidiaries/other organizations".

Inspection : No pre despatch inspection shall be carried out. Final Inspection will be carried out by the authorised representative of GM (Excv) and the same shall be final. The stores found defective or not in accordance with the supply order specification will be rejected and intimated for free replacement within 30 days from the intimation.

Manufacturer's test certificate : Manufacturers' test certificate should be submitted along with supply.

Test cum Inspection Certificate: Each supply should accompany the test cum inspection certificate duly signed by the authorised signatory of the manufacturer of items. The certificate should not be before the date of the purchase order.

Submission of bills : 100 % bill with taxes and duties stamped and pre receipted shall be submitted in triplicate to the paying authority with following documents:

- i) Receipted challan/Consignment note
- ii) Warranty/Guarantee Certificate
- iii) Manufacturer's test cum inspection certificate.
- iv) Any other documents specified in the order

A set of above documents should be submitted to consignee and to this office as well.

Packing: The consignment should be securely packed & marked standard Trade practises/BIS norms to withstand the rigorous of transport to prevent loss/damage or pilferage in transit and ensure safe arrival at destination.

Liquidated Damage : 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%.
- 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 forfeit the security deposit full or in part.
- f) 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 on any such purchase.

Price fall Clause:

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.

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 GM (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 stipulation will not however apply to exports by the contract holder.

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 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. Power failure will not be considered as a force majeure conditions

- a) The supplier will advise 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.

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 exist.

Identification Mark:

The word 'BCCL' along with Manufacturer's distinctive identification mark/symbol and the part no. must be clearly embossed/punched /engraved on each and every item as far as practicable at a visible place, which is not subjected to normal wear and tear, for convenience of identification at any time. Apart from this a tag may be attached in each part/item giving identification make, part no. description, year & month of manufacture etc, However for high precision items where embossing/engraving/punching is not possible shall be packed separately packing cover/box shall be tagged with the identification mark or identification mark be put up by metal marker.

Fitment Guarantee:

You will furnish a Fitment guarantee certificate along with supply that the item supplied by you against the subject supply order are exact replacement of sought items and will fit & function properly on 24/96 Dragline running in BCCL without any modification.

Interchangeability of parts: In case of spares, if against any item, it becomes necessary to supply the spare parts bearing a part no. other than specified in the supply order, the supplier will furnish the following certificate to the consignee before arranging supply of spares bearing different part no under advice to this office:

"The changed part no. are exact replacement of the parts ordered and are suitable for and will fit in the machinery in the existing fittings for which they are intended."

Jurisdictions: Any dispute arising out of or in respect the contract will be subject to the jurisdiction of Dhanbad Court and Jharkhand High Court only .

All other terms and conditions are as per NCL Rate Contract no. 63017953/109A1123 dtd 22.11.2010 .

This purchase order/ contract is issued with the concurrence & approval of the Competent Authority
Indent No. 1000/GN/11-12/0069 dtd 12.05.2011 (IR no. 611201(11-12) dtd 23.12.2011

Budget certification No. & date: BCCL/HQ/Pur. Fin./ Store Budget/Rev budget/HEMM Spares/11-12/ Hq Excv/ 289 dtd 29.09.2011 for Rs.23,77,620.00 only and FC no. 279 dtd 10.02.12 for Rs 23,77,620.00

Yours faithfully,

(A K Sinha)
Sr Manager (MM)

Copy to:-

GM (Excv.), Koyla Bhavan.

Depot Officer, Jealgora Central Stores, BCCL, Dhanbad.

Area Manager Excv, Block-II BccL Dhanbad

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

Tech. Cell. MM Divn. Koyla Bhavan.

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