



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/ 530000/'C' Type Coupling/10-11/E-TDR/Burma/107 Dt. 04/08/2011

To, Vender code: **905492**
M/S Burma Engineering Works , 1/13/M/G/539
Godhur ,
P.O. – Kusunda – 828 116 Dhanbad

Sub. : This office Tender No. :
BCCL/Pur/530000/'C' & 'D' Type Coupling/10-11/E-TDR/108
Due on 07/02/2011

Ref: Your Offer No. : BEW/10-11/205 Dt. 05/02/2011 &
subsequent correspondence on the above .

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 : “ C “ Type Coupling

The detailed description along with specification, size of the items along with Qty. to be supplied , Unit Rate and Extended Value will be as under :

SN	Description	Qty.	Basic Unit Rate	Extended Value (Rs.)
1	' C ' Type coupling as per DGMS circular no. 1 of 1986 for 5T drawbar pull	1092 Nos.	Rs. 704.19	768975.48
	VAT @ 4 %			30759.02
				Rs. 799734.50

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

- 2. TOTAL ORDER VALUE :** The total order value will be Rs. 7,99,734.50 (Rupees Seven Lakh Ninety Nine Thousand Seven Hundred Thirty Four and Paise Fifty) only on F.O.R. Destination basis .
- 3. Excise Duty & CESS :** Not Applicable in present case .
- 4. VAT :** VAT will be paid as per rate applicable at the time of supply . Offered Rate 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 : *Not applicable* .

9. Delivery Period : Supply to commence within 2 months of receipt of order and to be completed within 6-7 months thereafter .

However, keeping in view of our extreme urgency, earliest delivery will be appreciated. Delivery Period will be reckoned from 10th day of placement of order .

Any increase in the rate of taxes & duties beyond delivery period will be to your account .

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.

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.
	Approved Centralised MB 10-11	BCCL/H.Q./PUR-FIN/Store budget/REV.BUDGET/2011-12/Other Store (UG) / 06 Dt. 04/08/11 for Rs. 7,99,734.50/-

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. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.

Chief Manager (MM)

ANNEXURE “A”

TECHNICAL SPECIFICATION & OTHER DETAILS **FOR “ C “ Type Coupling**

- 1) Material of construction: As per Clause No.2 of DGMS circular.
- 2) Manufacturing and Workmanship: As per Clause No.3 of DGMS circular.
- 3) Heat treatment of materials: As per Clause No.4 of DGMS circular.
- 4) Marking: As per Cause No. 5 of DGMS circular.
- 5) Testing: 10% of the coupling selected at random shall be tested to proof load and NDT at any National test house and a certificate to that effect from NTH shall be submitted with the supplies.
- 6) 1% of the coupling shall be subjected to break load and the chemical composition of the material shall be analyzed. A certificate to that effect will be submitted from any National test house or Govt. Test house.
- 7) For quality assurance, BCCL, may draw random samples from the new consignment and get it tested at any National test House for proof load and NDT and also for break load and chemical composition.

GUARANTEE/WARRANTY:-

The item will be covered by guarantee/warranty against any manufacturing defects / workmanship for a period of 12 months from the date of received and acceptance of materials. Any defect observed on this account shall be attended to immediately and replace the material within 30 days on mutual agreement

CM(MM)