



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

Ref. No.Pur/611085(A)/Spares /RT 620 Crane/11-12/166

dt 27.10.2011

To

PURCHASE ORDER
BY REGD.POST

M/s. TIL Limited
1,Taratolla Road , Garden Reach
Kolkata-700024

Vendor Code: 1/13/M/X/300

Sub: Supply of Spare for RT 620 Crane.

Ref: Tender No. Pur/611085(A)/Spares /RT 620 Crane/Ar-XI/11-12/ 49
opened on 29.08.2011

Ref: Your offer no.. ER:NG/OC/11-12/041,41A&41C dtd 06.08.2011
and your subsequent communications dtd 26.08.2011, 7.09.2011,and dtd
14.09.2011

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of
spare for RT 620 Crane of CV Area as detailed hereunder:
Scope of Supply

NIT Sl no.	Mat code	Part No.	Description	qty in No.	Unit rate in Rs	Extended Value
1	10953990108	W7734000021	Slew Unit	01	498236.00	498236.00
2	10953990111	Z7926000025	Unit Steering	01	60823.00	60823.00
4	10953990123	X7926000139	Priority Flow Cum Relief valve	01	38205.00	38205.00
					Total Value	597264.00
				CST @ 2% extra		11945.28
				Landed value in Rs.		609209.28

(Rupees Six Lakh Nine thousand two hundred nine and paise twenty eight only)

TERMS & CONDITIONS

01	Price	Firm & FOR destination.. P&F Frt & ins. -Nil
02	ED,Ed Cess	Not applicable
03	CST	Extra as applicable within stipulated delivery period. At present rate is 2% against form C
04	Payment	100 % payment within 30 days after receipt & acceptance of materials or at consignee's end or from the date of receipt of Bill whichever is later by the consignee.
05	Delivery	To deliver the materials to consignee end within 6-10weeks from the date of receipt of order
06	Warranty	For a period of 12 months or 3000 working hours from the date of fitment or 18 months from the date of supply and acceptance , which ever is earlier. In case of premature failure the defective parts will be replaced free of cost within 30 days of intimation.
07	P.F. & L.D. clause	As per Annexure-I enclosed.
08	Logo	Items supplied will be embossed with logo/identification mark of the firm and serial no., if any, in a convenient place where there is no wear of the component.
09	After Sales Service	You should provide after sales service to end user if required.
10	Fitment Guarantee	The firm will submit a Certificate of Fitment Guarantee that material will be fitted in the Crane 20 T model 620 M/c Sl no. 403185of DBOCP,Area -XII BCCL without any alteration(deletion/addition). The item must be as per design of OEM.
11	Security Deposit	The firm is required to deposit security money in the form of Bank Draft drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad, or by way of Bank Guarantee of any schedule Bank for 10% value of the order (value means F.O.R destination price) i.e. Rs.60925.00 within 15 days from the date of receipt of order. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. The BG for SD should be valid for three month beyond the delivery period.
12	Consignee	Depot officer Regional store ,CV Area Area –XII, BCCL, Dhanbad
13	Paying Authority	GM (F) , Purchase finance, Koyla Bhawan, Dhanbad
14	Inspection	At the consignee End for acceptance of materials and joint inspection in case of any failure in repaired engine.
15	Mode of Dispatch	By Road on freight paid basis.
16	Insurance	Supplier's Cost.
17	Submission of Bill	100% value of bill duly stamped & 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, packing list if any, guarantee/warranty certificate, fitment certificate, proof of payment of freight charges if freight is claimed and documentary evidence of Excise duty payment if claimed. Any other documents specified in the order.
18	Price certification	The Firm will certify on their Bills that the price charged to BCCL is lowest in present instance and are same as charged to other Govt. organization/PSU including subsidiary of CIL & DGS&D and others.

19	Force Majeure Clause	<p>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. Further this clause state that:</p> <p>a) The successful bidder will , 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.</p> <p>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 exists.</p> <p>c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p>
20	Integrity pact	You have signed Integrity pact issued with NIT . Justice Ashok Kumar Chakraborty, (Retired) BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.
21	Jurisdiction	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. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from failing which it will be presumed that the order has been accepted by you.

Indent No. Indent No. RSLD/10-11/521 dtd 4.02.2011 and RSLD/10-11/519 dtd 4.02.2011 (IR no. 611085 (11-12) dtd 15.07.2011

Budget certification No. & date: BCCL/HQ/Pur. Fin./ Store Budget/adv. adhoc/11-12/HEMM Spares/HQ Excv/37 dtd 14.04.2011 for Rs. 746410.00only and FC no.180dtd 25.10.2011 for Rs.609209.28 only

Yours faithfully,

(A K Sinha)
Sr. Manager (MM)

Copy to:-

GM (Excv.), Koyla Bhavan
Depot Officer, CV Area, BCCL, Dhanbad
GM (F) (Pur), Purchase Finance Deptt., Koyla Bhavan
Tech. Cell. MM Divn. Koyla Bhavan
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(P)