



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.**

<b>SUPPLY / PURCHASE ORDER</b>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref.No. Pur/530000/Wheel & Axle/11-12/e-TDR/25

Dated 11.05.2012

To ,

M/s. International Commercial Industries ,  
Phusro Bazar ,  
Bokaro- - 829144

**VENDER CODE : 205256**

**FAX NO.06549- 220341**

Sub. : This office Tender No. :  
BCCL/Pur/530000/Wheel & Axle/11-12/103  
Due on 02/11/12 ( off-line) 03/11/2011 ( on-line)

Ref: Your Offer No. : ICI/10-11/269 Dt. 31/10/2011 &  
Subsequent communication 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 : “ Coal Tub Wheel & Axle “**

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

SN	Description	Qty.(Pairs)	Basic Unit Rate	Extended Value
1	Cast Steel Wheels & Axles as per specification indicated at page 4 Mat. Code - 93071000069	1488	2499.00	3718512.00
	VAT @ 5 %			185925.60
	Total Landed Value			3904437.60

**2. TOTAL ORDER VALUE :** The total order value will be Rs. 39,04,437.60 ( Rupees  
Thirty Nine Lakh Four Thousand Four Hundred Thirty Seven and Paise Sixty )  
only on F.O.R. Destination basis .

**3. Excise Duty & CESS :** Exempted . If applicable the same will be borne by you.

**4. VAT :** VAT will be paid as the rate applicable at the time of supply . Present 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 .*

( Contd. Page-2 )

8. Road Permit : Not applicable .

9. Delivery Period : Supply to commence within 2 months from the date of receipt of order with minimum quantity of 200 pairs and to be supplied @ 300-400 pairs per month thereafter .

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

*Delivery Period will be reckoned from 10<sup>th</sup> 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 .

Your Bank Details : A/C No.11094121106 of State Bank Of India ,Phusro Bazar Branch  
Bank Brach Code- 01235 ,  
Bank Account Type – Cash Credit

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**

Indent Ref.	BC / FC Ref.
Approved Centralised MB 11-12	BC No. : BCCL/HQ/PUR-FIN/Store budget/ADHOC budget/2012-13/Other Stores(U.G.) /01 Dt. 09/05/12 F.C. No. : BCCL/PURFIN/FC/01/Other Stores(U.G.)/12-13 Dt. 09/05/12 Amount : Rs. 39,04,437.60

**TECHNICAL SPECIFICATION OF WHEEL & AXLE**

Cast Steel Coal Tub Wheel & Axles manufactured through furnace having 305 mm thread , 5 curved spokes , 76 mm thread Crucible / Cupola width with hydraulic press fitted on 50 mm dia. Steel axles for plain inside journal suitable for 610 mm rail gauge , the wheel should conform to IS specification no. 1030 , Gr. – 20 – 40 with latest amendment and axle to Drg. No.BCCL/E&M/98-1 ( Enclosed ) , minimum weight of one set consisting of two wheels and one axle should be 47.500 Kg.

Axle Material : Steel conforming to IS : 8500 ( latest ) as per drawing

Test Certificate of Cast Steel as per IS 1030 , Gr. 20-40 , latest Amendment , tested at any Govt. Test House, for the grade of steel , should be submitted along with supply .

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.

Copy to IEM

Justice Ashok Kumar Chakraborty (Retd),  
BB-69, Sector I Salt Lake, Kolkata – 700 064

Chief Manager (MM)

