



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 No.: 0326 – 2230181 , Fax No. – 0326 -2230183)
Under Jurisdiction of Dhanbad Court only

Ref. No.PUR/611145/Static Exciter/EKG shovel/11-12/ 279

dtd 24.03.2012

PURCHASE ORDER
BY REGD.POST

Vendor Code: 1/13/M/X/135

To
 M/s. R. Traders
 OM BHAWAN
 P.O. DHANSAR
 DHANBAD 828106

Dear Sirs,

Sub: Supply of Static Exciter for EKG 4.5/6 Cubic mtr shovel

Ref: i) Our tender no. Pur/611145/Static Exciter / EKG 4.6/5 cubic mtr
 shovel/domestic/Excv/11-12/e-tender/111 off line opened on 29.11.2012 and
 on line opened on 30.11.2011.

ii)Your offer No. RT/BCCL/11-12/11-04 dtd 17.11.2011

With reference to above we, for and on behalf of BCCL, hereby place order for
 supply of Static Exciter for EKG 4.6/5 cubic mtr shovel as per details of items description, quantity,
 rate and value (Total landed value :-Rs.19,59,552.00) along with terms and conditions as under :

Scope of Supply :

Sl no.	Description	Qty in no.	Unit rate in Rs	Amount in Rs
01	Static Exciter for EKG 4.6/5 cubic mtr shovel	08	233280.00	1866240.00
	Mat code 15501977514		JVAT Extra @ 5%	93312.00
			Landed value in Rs	19,59,552.00
	Packing & Forwarding –Nil Frt ,insurance other charges -nil			

(Rupees Nineteen lakh fifty nine thousand five hundred fifty two only)

Technical Specification:

- a) Static DC regulated power source for replacement of dynamic exciter (conventional rotating DC Exciter generator) suitable for fitting in EKG 4.6/5.0 M³ shovel in existing electrical configuration.
- b) DC Static Exciter unit as per specification given below
- c) Required connection wires in conduits & MCCB for providing AC supply to the unit from AC panel of the shovel.
- d) Commissioning of the unit at projects of BCCL including all required fitment & connections.

Detailed specification :-

1. Input voltage – 440 /220V (\pm 10%) 3 Phase 50Hz AC
2. Output voltage - 107 – 117V, DC (regulated supply) – continuous duty cycle (regulation can be done through auto transformer or through other effective control scheme) Rectified output to be ripple free at least for 98% through filter circuit. Used semiconductor components are to be protected from switching & high voltage surge and instantaneous load variation.
3. Total load taking capacity – 15KW
4. Transformer & choke are required to be minimum with Class-B insulation, dry type, natural / forced air cooled.
5. Input through three phase (suitable rated) MCCB with HRC fuse protection.
6. Output should have high voltage & over current protection.
7. System should have voltmeters & Ammeters & panel LED indicators at input & output.
8. System insulation is to be as per requirement of IER 56.
9. Entire system should enclose with easy mountable IP45 enclosure.
10. Enclosure is to be easily adjustable (as small as possible, approximately 40"X20"X 40" in size), rugged, stable & sustainable to shovel working condition.

Terms and conditions :

01	Price	Firm and F.O.R. destination.
02	ED & Cess	Not applicable, if applicable, it will be borne by the supplier.
03	VAT	Extra @ 5% against Form JVAT 404.
04	P&F, Frt. & Ins.	Nil
05	Payment Term	100% within 21 days of the receipt and acceptance of goods at consignee's end or from the date of receipt of Bill, whichever is later at consignee end . Payment shall be made through Electronic fund transfer (EFT) which you are requested indicate your EFT A/c no. name of Bank branch, MICR code/IFSC code, RTGS code in your invoice for facilitating payment through EFT.
06	Delivery	Within 2-4 months from the date of receipt of order .The items should be supplied with proper packing for safe storage before fitment without deterioration of insulation conditions etc.
07	Warranty	18 months from the date of delivery or 12 months from the date of fitment whichever is earlier.
08	Price Fall & L.D. Clause	Applicable as per Annexure-I enclosed
09	After Sales Service	Provide immediate after sales service on call Any complaint should be attended within 7 days of reporting and resolve within 21 days complying the norms of company
10	EMD & SD	Exempted being NISC registered
11	Fitment Guarantee	Offered item should be suitable for applications in mining conditions, suitable for fitment to the equipment /machine within existing electrical

		configuration. The items should be supplied with proper packing for safe storage before fitment without deterioration of insulation conditions etc. Three copies of test certificate as per requirement shall be produced along with the supplied materials.
12	Logo/identification	Supplied item should have either embossing or print indicating manufacturers name/logo & item description.
13	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, test certificate and other relevant documents specified in the order.
14	Consignee	The Depot Officer, Central Stores Jealgora, BCCL, Dhanbad
15	Paying Authority	GM (F)MM (Pur.), Purchase Finance Deptt. , Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
16	Inspection	By the Consignee at Consignee's end.
17	Mode of Dispatch	By Road. on freight paid basis .
18	Price certificate	The firm will certify on the body of the bills that the prices charged to BCCL are not higher than charged to any other Govt. Deptt. . PSU or CIL or its subsidiaries and other organisations.
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	Inspection & test clause	<p>i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.</p> <p>ii) The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</p> <p>iii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.</p>

		iv)Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods. vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
21	Integrity pact	You have signed Integrity pact issued with NIT . Mr Ashok Kumar Chakraborty (Retired Judge) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.
22	Test Certificate	Three copies of test certificates as per requirement shall be produced along with the supplied materials.
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.

This purchase order/ contract is issued with the approval of 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.& date:

2011-12/60 dtd 01.07.2011 (I.R. No.611145 (11-12) dtd 23.09.2011

Budget certification No. & date:

BCCL/HQ/Pur. Fin./ Store Budget/Rev-Budget/11-12/HEMM Spares/HQ Excv/224
dt.25.07.2011for Rs. 19,69,920.00 and FC no. 322 dtd 23.03.2012 for Rs 1959552.00
Encl : Annexure-I

Yours faithfully,

(A K Sinha)
Sr Manager (MM)

Copy to:-

1. General Manager (Excv.), Koyla Bhavan
2. Depot Officer, Central Stores Jealgora, BCCL, Dhanbad
3. GM (F) MM, Purchase Fin Deptt. Koyla Bhavan. Dhanbad
4. Tech. Cell, MM Divn./ Office copy/Master Copy
5. IM- Mr Ashok Kumar Chakraborty (Retired Judge) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.
6. CGM,Special cell,CMPDI,kanke Road ,Ranchi,

ANNEXURE-I

PENALTY FOR FAILURE TO SUPPLY IN TIME

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 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 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 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 supplier 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 sells the stores of identical description to any other organization till validity of the contract.
- ii) 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 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.