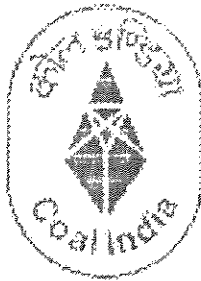


Tee. Cell

**Bharat Coking Coal Limited****A Mini Ratna Company**

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

Koyla Bhawan, Koyla Nagar, Post- B.C.C.L. Township,

DHANBAD-826005 (Jharkhand)

OFFICE OF THE GENERAL MANAGER (MM)

Phone No. 0326-2230181 Fax No. 0326-2230183

CIN: U10101JH1972GOI000918

(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Ref. No.: BCCL/PUR/615096/SPARES/CAT773D/Dumper/15-16/116

dtd 07.09.2015

PURCHASE ORDER
SPEED POST

M/s. Tractors India Pvt Limited,
Kusum Vihar Colony,
P.O. Koyla Nagar,
Dhanbad 826005
Fax: 0326 2230378

Vendor Code: 1/12/M/T/102

Vendor Type: OEM

PAN No.: AABCT1656K

Sub: Supply of Spares for CAT 773D Dumper(MARC)

Ref: (i) Tender No. BCCL/PUR/615096/CAT773/DUMPER(MARC)/15-16/56 dtd
17.07.2015, due & Opened on 27.07.2015

Dear Sirs,

With reference to above, we, for and on behalf of BCCL, hereby place order for supply of
Spares for CAT 773D Dumper of Katras Area as detailed hereunder:

SL. NO.	DESCRIPTION	PART NUMBER	QTY	Unit basic price	Price on which calculated @12.50% ED	Excise duty	Unit basic Price + ED	Extended value in Rs
1	N2 CYLINDER ASSY. MC: 11636990065	SE 57112	1No.	29618.20	26510.40	3313.80	32932.00	32932.00
2	AIR CLEANER GP MC: 11636990033	612586	1No.	38791.96	40032.30	5004.04	43796.00	43796.00
3	GASKET MC: 11621990105	1021966	1No.	1167.36	1213.10	151.64	1319.00	1319.00
							Sub total	78047.00
							VAT @ 14%	10926.58
							Landed value	86973.56

Rounded off to Rs88,973.00

(Rupees Eighty Eight Thousand Nine Hundred and Seventy Three only)

Terms & Conditions:-

01	Price	Firm & FOR destination
02	ED & Ed Cess	ED EXTRA@12.5% against documentary proof. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit.
03	Sales Tax	VAT applicable @ 14%
04	Payment	100 % payment within 21 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	Pkg., Fwdg, Frt. & Ins.	Nil
06	Delivery	To deliver the materials to consignee end within 21 days from date of receipt of order. Early supply will be appreciated.
07	Warranty	As per MARC
08	Price Fall & L.D.	As per Annexure-I enclosed.
09	Logo/identification	Items supplied will be embossed logo/identification tag of the firm preferably at a non wearing surface.
10	After Sales Service	You shall provide after sales service to the end user if required
11	Fitment Guarantee	Firm must give a guarantee of fitment of the item in the CAT 773 Dumper without any alteration i.e. addition or deletion. The item must be as per design of OEM.
12	Security Deposit	Not applicable.
13	Consignee	Depot officer , Katras Area ,BCCL ,Dhanbad
14	Paying Authority	HOD (F)MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
15	Inspection	By the representative of Consignee at Consignee's end.
16	Mode of Dispatch	By Road on freight paid basis.
17	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>

18	Integrity pact	You have signed Integrity pact issued with NIT. Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048, will be independent external monitor against it.
19	Price certificate	The Firm will certify on their Bills that the price charged to BCCL is lowest and are same as charged to other Govt. organization/PSU including subsidiary of CIL & DGS&D and others.
20	Jurisdiction	Any disputes will have jurisdiction of 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. i) KAT/IND/0001201 dtd 25.01.2015

Budget certification No. & date: BCCL/HQ/Pur. Fin/ Store Budget/Advance Action/2015-16/HEMM spares/HQ Excv/297 dtd 04.09.2015 for Rs 88,973.00 only & e BC no. 443. FC no. BCCL/Pur-Fin/FC/225 dtd 04.09.2015 for Rs 88,973.00 only & e FC no. 334.

Encl: Annexure-I.

A.K. Singh
07/09/2015
(A K Singh)
Sub. Engr. (Excv)

Yours faithfully,
A.D. Santhish
7/9/15
(A.D.SANTHISH)
Chief Manager (MM)

Copy to:

1. GM (Excv), Koyla Bhavan
2. Depot officer, Katras Area, BCCL, Dhanbad
3. Area Manager (Excv), Katras Area, BCCL, Dhanbad
4. HOD (P) MM (Pur), Purchase Finance Dept., Koyla Bhavan
5. Tech. Cell. MM Divn. Koyla Bhavan
6. Office Copy/Master Copy
7. Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048

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.

AKL