

Tech. Cell

/ Pur/613126/ Spares/182M Shovel/13-14/250

Dtd: 17.01.2014



**BHARAT COKING COAL
LIMITED**

(A Subsidiary of Coal India
Limited)

Office of the General
Manager(MM), MM Division
Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005

GRAM ; KOKINGKOL

(Phone No. 0326 -
2230181

(Fax No. 0326 -
2230183)

Ref.: BCCL/ Pur/613126/ Spares/182M Shovel/13-14/250

Dtd: 17.01.2014

To
M/s. BEML Limited
"Kamal Kunj"
Kolakusma
P.O. Saraidhella
Dhanbad:828 127

**PURCHASE ORDER
BY REGD.POST**

Vendor Code:1/22/M/P/011
Vendor Type: OEM

Sub: Supply of Spares for 182M Shovel

Ref. (i) Our T.E No. Pur/613126/ Spares/Marion 182M Shovel/13-14/34
dtd27.08.2013 & Opened on 25.09.2013.

(ii) Your offer No. BEML/MFP/2013-14/015/1025 dtd 25.09.2013

Dear Sir,

With reference to above we, on behalf of BCCL, hereby place order on you for
supply of Spares for Marion 182M Shovel to BCCL as per description, rate, qty, value
and terms & conditions detailed herein under:

SL. NO	DESCRIPTION	PART NUMBER	QTY in no.	Unit rate	Ext. value in Rs.
01	Regulator Air MC:15557051552	8096764	1	18548.00	18548.00
02	Servo Valve Assy MC:15557991379	368003	1	43770.00	43770.00
03	Pressure Regulator MC:15557994639	3680037	1	40853.00	40853.00
				Sub. Total	103171.00
				Excise duty @12.36%	12751.93
				Total	115922.93
				VAT@14%	16229.21
				Landed cost	132152.14
				Rounded off to Rs 1,32,152.00	

(Rs. One Lakh Thirty Two Thousand One Hundred and Fifty Two Only)

[Signatures]

Terms & Conditions:

01	Price	Firm and FOR destination basis. (Packing, Forwarding, Frt. & Insurance – Inclusive) i.e. NIL
02	ED & Cess on ED	Extra as applicable. Present rate is 12.36%. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT credit.
03	Sales Tax	Presently JVAT @14% will be applicable extra.
04	Payment	100% payment within 21 days of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at Consignee's end.
05	Delivery	Within 3 to 4 months from the date of receipt of purchase order. The delivery date shall be reckoned from the 10 th day of issue of the order.
06	Fitment Guarantee	The firm will submit a Certificate of Fitment Guarantee of supplied parts in above model of equipment without any modification (deletion/ addition). Item must be as per design of OEM
07	Logo	Items supplied will be embossed/identification tag of the firm, if any in a convenient place where there is no wear of the component.
08	Warranty	The items will carry warranty of 12 months from the date of fitment/ Commissioning on the equipment or 18 months from the date of receipt & acceptance of material with the consignee, whichever is earlier. In case of premature failure the defective parts will be replaced free of cost within 30 days of intimation after joint inspection.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
10	Security Deposit	Exempted being PSU
11	After Sales Service	To be provided by the firm to end user.
12	Submission of Bills	100% value of bill duly stamped & pre-receipted in six copies 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 guarantee certificate, and other relevant document as specified in the order
13	Consignee	Depot officer ,Regional Stores, Barora-III Area, BCCL, Dhanbad
14	Paying Authority	GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
15	Inspection	Inspection shall be carried out at the representative of Consignee at Consignee's end.
16	Mode of Dispatch	By Road on freight paid basis.






17	Inspection test clause	<p>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. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</p> <p>ii) 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</p> <p>Facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>iii) 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.</p> <p>iv) 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</p> <p>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.</p> <p>Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
18	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>
19	Price certificate	The Firm will certify on their Bills that the prices charged to BCCL are lowest and same as charged to other CIL subsidiaries/Govt. Under Taking/ Deptt and others.
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 this contract/order.

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.

Encl: Annexure-I


(A.K. Singh)

Subordinate. Engineer (Excv)

Yours faithfully,


(A.D. Santhish)

Chief Manager (MM) Pur

Indent no i) RS/BA01/LP/12-13/78 &79 dtd.26.04.2013 (IR no. 613126 dtd 09.08.2013)

Budget certification no. & date: BCCL/HQ/Pur-Fin/Rev-budget/2013-14/147 dtd. 27.06.2013 for Rs 10, 64,553.00, e-BC no 219 and FC no 287 dtd 10.01.2014 for Rs 10, 48,707.00, e-FC no 509

Copy to:

1. GM (Excv.), BCCL Koyla Bhawan
2. Area Manager (Excv), Barora Area, BCCL, Dhanbad
3. Depot Officer, Regional Stores, Barora, BCCL, Dhanbad
4. GM (F), MM, Pur- Fin., Koyla Bhavan, Dhanbad
- ✓ 5. Tech. Cell. MM Division, Koyla Bhawan
6. Office Copy/Master Copy
7. External Independent Monitor: Mr Ashok Kr Chakraborty (Retired Judge) BB-69 Sector I, Salt Lake, Kolkata-700064,

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.*

