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BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005

GRAM ; KOKINGKOL
(Phone No. 0326 – 2230181
(Fax No. 0326 -2230183)

Ref. No.: BCCL/Pur/613165/Spares/CAT 1035 Dumper/14-15/ **11** Dtd 08.05.2014

PURCHASE ORDER

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

Sub: Supply of Spares for **CAT 1035 Dumper**
Ref: (i) Tender No Pur/613165/Spares/CAT1035 Dumper/13-14/60 dtd 19.12.2013
Opened on 14.01.2014
(ii)Your offer no.: TIPL/BCCL/Tender /1035/002/13-14 dtd 14.01.2014
(iii)Your letter no.: DHN/TIPL/EXD/1035/01 dtd 11.03.2014 & 01 dtd 01.04.2014 and DHN/TIPL/1035/TE/PRICE CERTIFICATE/01 dtd08.04.2014

Dear Sirs,

With reference to above, we, for and on behalf of BCCL, hereby place order for supply of Spares for CAT 1035 Dumper as detailed hereunder:

NIT NO	DESCRIPTION	PART NUMBER	QTY	Rate in Rs	Extended value in Rs
1	STRG CYLINDER Mat Code. 11609991509	81021074	02	48315.71	96631.42
2	SOLONOID ASSY Mat code: 11609976154	1255774	03	11995.24	35985.72
				Sub. Total	132617.14
	Total Assessable Value=Rs1,10,882.31		ED & ED Cess@10.3%		11,420.88
				Sub. Total	1,44,038.01
				VAT @14%	20,165.32
		TOTAL LANDED VALUE			1,64,203.33

Rounded off to Rs 1, 64,203.00
(Rupees One Lakh Sixty Four Thousand Two Hundred and Three only)

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Terms & Conditions:-

)1	Price	Firm & FOR destination.
)2	ED & ED Cess	Excise Duty@10.3%. The excise invoice shall contain the provision as per NIT for enabling BCCL to avail CENVAT Credit.
)3	**Sales Tax**	VAT applicable @ 14%
)4	**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.
)5	**Pkg., Fwdg, Frt. & Ins.**	NIL
)6	**Delivery**	To deliver the materials to consignee end within 90 days from date of receipt of order. Delivery shall be reckoned from the 10th day of issue of order. Early supply will be appreciated.
)7	**Warranty**	For a period of 12 months or 3000 hours from the date of fitment or 18 months from the date of supply and acceptance, whichever is earlier? In case of failure the defective parts will be replaced free of cost within 30 days of receipt of intimation of the failure by the end user.
)8	**Price Fall & L.D.**	As per Annexure-I enclosed.
)9	**Logo/ identification**	Items supplied will be embossed logo /identification tag of the firm preferably at a non wearing surface.
0	**After Sales Service**	You shall provide after sales service to the end user if required
1	**Fitment Guarantee**	The firm will submit a Certificate of Fitment Guarantee that material will be fitted in CAT 1035 Dumper without any alteration i.e. addition or deletion. Area. The items must be as per design of OEM.
2	**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. **16,420.00** 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. Bank Guarantee for Security money should be valid for three months beyond the delivery period .
3	**Consignee**	Depot officer , Regional Store , Govindpur Area ,BCCL ,Dhanbad
4	**Paying Authority**	GM (F) MM, Purchase Finance Deptt. Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
5	**Inspection**	By the representative of Consignee at Consignee's end.
6	**Mode of Dispatch**	By Road on freight paid basis.

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17	**Inspection test clause**	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. 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 facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser. 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. 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 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. v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
18	**Force majeure Clause**	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: 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. 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. 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.
19	**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.
20	**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.
21	**Jurisdiction**	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only

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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 are 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 & format for BG.

Yours faithfully,

08/05/2014

(A.K.Singh)
Subordinate Engineer (Excv)

8/5/14

(A.D.SANTHISH)
Chief Manager (MM) Pur

Indent Nos. i) 1000/GN/12-13/00678 dtd 31.01.2013(IR No.613165 dtd 21.09.2013)
Budget certification No. & date: BCCL/HQ/Pur. Fin./ store Budget/Adhoc Budgt/2014-15/HEMM spares/HQ Excv/52 dtd 06.05.2014 for Rs 1,64,203.00 only and FC no. BCCL/Pur-Fin/FC/39 dtd 06.05.2014 for Rs 1, 64,203.00

Copy to:
1. GM (Excv.), Koyla Bhavan
2. Depot officer, R/S, Govindpur Area, BCCL, Dhanbad
3. Area Manager (Excv), Govindpur Area, BCCL, Dhanbad
4. GM (F) MM (Pur), Purchase Finance Deptt. Koyla Bhavan
5. Tech. Cell. MM Divn. Koyla Bhavan
6. Office Copy/Master Copy
7. Justice Ashok Kumar Chakraborty (Retired), BB-69 Sector I, Salt Lake, Kolkata-700064

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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 is 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.

Format of BG for SD
M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. ..... dated ..... Made between M/s ..... A Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. ..... in lieu of the security deposit to be made by the supplier for their due fulfilment of the terms contained in the said Contract, we, the ..... Bank Limited (hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. .....(Rupees : .....) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ..... Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ..... We, the ..... Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of .....or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... Bank Limited lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. ..... Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Dated .....day of .....
For ..... Bank Limited.

Signature of the authorized person
For and on behalf of the Bank.

CCL,