



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, GSTIN: 20AAACB7934MFZB
(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Ref.: BCCL/Pur/617042/Spares/BH35-II Dumper/17-18/77

Dtd: 21.11.2017

To
M/s. BEML Limited
Kangalo,
Amaghata,
P.O.: Govindpur
Dhanbad- 828 109

PURCHASE ORDER BY REGD.POST

GSTIN:20AAACB8433DIZC
Vendor Code:1/3/M/P/015
Vendor Type: OEM
PAN no.:AAACB8433D

Sub: Supply of Spares for BH35-II of Katras Area

Ref.: (i) T.E No.: BCCL/Pur/617042/Spares/BH35-2/17-18/28 dtd 06.09.2017
opened on 15.09.2017

(ii) Tender I D No.: 2017_BCCL_76985_1

(iii) Your letter ref. no.: BEML/MFP/Tender/2017-18/1151 dtd 30.10.2017

Dear Sir,

With reference to above we, on behalf of BCCL, hereby place order on you for supply of Spares for BH35-II dumper to BCCL as per description, rate, Qty, value and terms & conditions detailed herein under:

SL. NO	HSN Code	DESCRIPTION / Mat. Code	PART NUMBER	Qty. in nos.	Basic Unit Price	Extended value in Rs.
01	87089900	DUAL BRAKE VALVE / 11634994513	950AS02528	2	27897.00	55794.00
02	87089900	REPAIR KIT BRAKE VALVE/ 11603991506	950SK00181	4	2283.00	9132.00
					Sub. Total	64926.00
					GST@28%	18179.28
					Total	83105.28

Rounded off to Rs83105.00 (Rupees Eighty-Three Thousand One Hundred and Five only.)

Terms & Conditions:

Price: Firm & FOR Destination basis.

- GST:** (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST is 28% as above. The firm shall be advised to raise Tax Invoice as per GST Act / rules, so as to avail Input Tax Credit by BCCL.
- (b) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- (c) If BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.
- (d) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- (f) E-Way bill, if required, shall be arranged by you.
- (NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).

Delivery: Within 60 days from the date of issue of order. Delivery shall be reckoned from the 10th day of issue of order.

Payment: 100% within 21 days of receipt and acceptance of materials or from the date of receipt of Bill, whichever later at consignee end. The payment will be made "Electronic Fund Transfer" or e-payment. You are, therefore, requested to indicate EFT No. & other relevant details in your bill(s).

Consignee: Depot officer, Regional Stores, Katras Area, BCCL, Dhanbad

Warranty: The firm shall furnish the manufactures' composite guarantee of satisfactory performance of the same in all respect for 18 months from the date of receipt & acceptance of material with the consignee or mandatory scheduled working hour from the date of fitment, whichever will occur earlier. If any defects are found due to faulty design, inferior quality of material or bad workmanship, the defective parts to be replaced by the supplier free of cost within 30 days of intimation of the failure by the end users.

L.D. Clause and Price Fall Clause: As per Annexure-I enclosed

Fitment Guarantee: The firm should give a guarantee for fitment of the supplied parts in the BH35-II Dumper of Katras Area without any alteration i.e. addition or deletion. The item must be as per design of OEM.

Logo/Identification: They should confirm that the items supplied by them shall have logo/identification mark preferably at a non-wearing surface.

After Sales Service: The firm should confirm that they will be able to provide after sales service to the end user

Security Deposit: Exempted being PSU

Inspection: Final inspection shall be carried out at the consignee's end by representative of GM(EXCV), BCCL after receipt of the materials.

Paying authority: HOD (F) MM, Purchase Finance, Koyla Bhawan, BCCL Dhanbad

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:

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.

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

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nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

If any of the Force Majeure conditions exist 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.

Submission of bill: 100 % value of bill duly stamped and pre-receipted in quadruplicate as per terms of order should be submitted to the Paying Authority through consignee for payment. Bill should be submitted along with receipted Challan, fitness Certificates & packing list if any, inspection report, guarantee warranty certificate etc.

Integrity Pact: You have signed Integrity pact issued with NIT. 1. Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048 & 2. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301 will be independent external monitor against it.

Jurisdiction: All 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: KAT/IND/0003939 dtd 11.06.2017 & KAT/IND/0003857 dtd 14.05.2017 (IR no. 617042 dtd 21.08.2017)

Budget certification no. BCCL/HQ/Pur.-Fin./Stores Budget/Rev Budget /2017-18/HEMM Spares/HQ/EXCVN. /133 dtd. 07.07.2017 for Rs81475.00 & e-BC no.192 and FC no. 221 dtd 20.11.2017 for Rs83105.00 & e-FC no.322,

Encl: Annexure-I


(A. K. Singh)
Sub. Engr (Excv)

Yours faithfully,

(A. D. Santhish)
Chief Manager (MM)PUR

Copy to:

1. GM (Excv.), BCCL Koyla Bhawan
2. HOD (F) MM, Pur- Fin., Koyla Bhawan, Dhanbad
3. Area Manager (Excv), Katras Area, BCCL, Dhanbad
4. Depot Officer, Regional Stores, Katras Area, BCCL, Dhanbad
5. Tech. Cell. MM Division, Koyla Bhawan
6. Office Copy/Master Copy
7. External Independent Monitor: 1.Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048 & 2. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

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 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 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.

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