



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

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

Ref. No. BCCL/Pur/617073/HYD PUMP/17-18/89

dtd 28.11.17

To,

PURCHASE ORDER
By Speed post

M/s. BEML Limited, Kangalo, Amaghata, PO: Govindpur, Dhanbad- 828109	Vendor Code: 1/3/M/P/015
	Vendor Type: Manufacturer (PSU)

Sub: Supply of Spares of BE 1000 SHOVEL

Ref: i) Our Tender No. BCCL/PUR/617073/BEML/STE/39 dtd 27.10.17 opened on 06.11.17

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for **Supply of Spares of BE 1000 Shovel** at the following price, terms & conditions and the technical specification as under:

SL. NO.	DESCRIPTION/ PART NUMBER	QTY (No)	Unit price (Rs)	Extended Value (Rs)
1.	HYD. PUMP ASSY/ 817HM01027 HSN code: 84835010 MC: 15591991255	2	20,88,450.00	41,76,900.00
			Sub total	41,76,900.00
			GST@28%	11,69,532.00
			Total	53,46,432.00

Rounded off to Rs 53,46,432.00

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TERMS & CONDITIONS: -

01	Price	Firm & FOR destination basis
02	Goods & Service Tax (GST)	(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate is 28%. (b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit. (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit. (d) 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. (e) 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).
03	Frts. & Ins.	To be borne by you
04	Payment	100 % payment within 21 days from the date of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at consignee's end.
05	Delivery	Delivery should be completed within 03 months from date of placement of order. Delivery shall be reckoned from the 10th day of issue of order.
06	Warranty	You will have to furnish the manufacturer's 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 shall have to be replaced by the supplier free of cost within 30 days of such intimation by the end user.
07	Price Fall & L.D. Clause	Applicable as per Annexure-I. (enclosed)
08	After Sales Service	The firm should confirm that they will be able to provide after sales service to the end user.
09	Fitment Guarantee	The firm should give a guarantee for fitment of the supplied parts in the above model of without any alteration i.e. addition or deletion.
10	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, fitment certificate, price certificate etc.
11	Consignee	Depot officer, Regional Stores, Katras Area, BCCL Dhanbad.
12	Paying Authority	HOD (F) MM, Purchase Finance Deptt, Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
13	Inspection	By the representative of Consignee at Consignee's end
14	Security deposit	Exempted being PSU.

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15	Mode of Dispatch	By Road on freight paid basis.
16	Price certificate	The Firm will certify on their Bills that the prices charged to BCCL are as per their ruling price and are same as applicable to other Govt. Deptt. / Undertaking including all coal companies.
17	Logo/Identification	They should confirm that the item supplied by them shall have logo embossing/ identification mark preferably at a non wearing surface. In case if embossing/ engraving is not possible, the supplied item should be properly tagged for proper identification.
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	Inspection and 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. 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 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</p>

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