Tech. Cell

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/617026/SWING PUMP/17-18/92 dtd 02.12.17

PURCHASE ORDER
By Speed post

To,

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

Sub: Supply of SWING PUMP of BE 1000 SHOVEL

Ref: i) Our Tender No. BCCL/PUR/617026/ SWING PUMP/17-18/15 dtd 08.08.17 opened on 17.08.17

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for **Supply of SWING PUMP 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.	**SWING PUMP / 817HM01035** HSN code: 84314200 MC: 15591992112	**01**	**11,08,834.00**	**11,08,834.00**
			Sub total	**11,08,834.00**
			GST@18%	**1,99,590.12**
			Total	**13,08,424.12**

Rounded off to Rs 13,08,424.00

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 18%. (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	Frt. & 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, SIJUA 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.

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	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	Inspection and test clause	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. 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.
20	Integrity Pact	You have signed Integrity pact issued with NIT. Prof (Dr) L.C. Singhi, IAS (Retd) Address: 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 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.

Indent No. & date: SIJ/IND/0001641 dt 12.06.17

Budget certification No. & date: BCCL/HQ/PUR FIN/ADVANCE ACTION/REV BUD/17-18 HEMM SPARES/EXCV/112 dtd 28.06.17 for Rs 14,99,733.00 only and FC no. 234 dtd 02.12.17 for Rs 1308424.00. eBC no. 158 & eFC no. 342.

Encl: Annexure-I

Yours faithfully,

Saqib 02/12/17

(Saquib Aftab)
Asst. Manager (MM)

02/12/17

(N.S.Saini)
General Manager (MM)

Copy to:
1. GM (Excv.)HOD, Koyla Bhavan
2. HOD(F)MM, Koyla Bhawan, BCCL, Dhanbad
3. Depot Officer, Regional Stores, SIJUA Area, BCCL, Dhanbad
4. Area Manager(Excv), SIJUA Area, BCCL, Dhanbad
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
8. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

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 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 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 offers 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 GM(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.