



Bharat Coking Coal Limited
 (A subsidiary of Coal India Limited)
 Office of the General Manager (PUR)
 MM Divn., Koyla Bhawan, P.O. Koyla
 Nagar,
Dhanbad – 826 005, Jharkhand (India)

GRAM: KOKINGKOL
 Phone: (0091)326-2230181,
 Fax: (0091)326-2230183
 (All disputes are subject to
 Dhanbad Court and
 Jharkhand High court only)

Ref. No. Pur/200050/Spares/182M shovel//11-12/147

dtd 29.09.2011

**PURCHASE ORDER
 BY REGD.POST**

To
 M/s Bharat Earth Movers Ltd
 (A Govt. of India Undertaking)
 “KAMALKUNJ”, Kolakusma
 PO: Saraidhella,
 Dhanbad - 828127

VENDOR CODE :-1/3/M/P/015

Dear Sirs,

Sub: Supply of spares for 182 M Shovel

Ref: (i) Tender No. Pur/200050/Spares/182M shovel//10-11/64
 opened on 24.11.2010

Your offer No.BEML/MRDP/310(A)/905(TB) dtd 8.11.2010. and subsequent
 communication vide letter 18.03.2011,dtd 5.05.2011 dtd 26.09.2011 .

Dear Sirs,

With reference to above, we for and on behalf of BCCL, hereby place order for supply of
 electrical spares suitable for 182 M Shovel , deployed at Barora Area, as per description, Part no.
 ,rate ,terms & conditions detailed here under:

Scope of Supply :

Sl no.	Mat code	Part no.	Description	Qty in no.	Unit rates in `	Extended price in `
02	15557994591	351709-8/ MP351709	Time delay Unit	01	26530.00	26530.00
03	15557994935	305114-5/ MP305114	Switch Micro Limit	02	10640.00	21280.00
					Sub total	47810.00
					Extra vat @ 14%	6693.40
					Total Landed value	` 54503.40

(` fifty four thousand five hundred three and paise forty only)

Terms & Conditions:

Price: Firm & FOR Destination basis.

P&F, Frt. & Ins.: nil

Sales Tax: Extra as applicable within stipulated delivery period. At present rate is 14 % VAT against form JVAT

Delivery: Within 6 months or earlier from the date of receipt of order .

Payment: 100% within 30 days of receipt and acceptance of materials or from the date of receipt of Bill, whichever is later at consignee end .

Consignee: Depot officer , Regional stores Barora Area , BCCL, Dhanbad.

Paying Authority: GM (F) MM , Pur-Fin. ,MM division Koyla Bhaawan,BCCL, Dhanbad.

Warranty: For a period of 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier..

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

Fitment Guarantee: You will submit a Certificate of Fitment Guarantee regarding fitment of the supplied parts in 182M shovel Sl no. 221 without any modification ie addition or deletion. Item must be as per design of OEM.

Logo/Identification: Items supplied will be embossed with logo of the firm //identity mark and sl no. if any in a place where normal wear is not possible..

After Sales Service: You should provide immediate after sales service on call. Any complaint should be attended within 7 days of reporting and resolving within 21 days.

Security Deposit: Exempted being PSU

Jurisdiction: Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.

Submission of Bill : 100% value of bill duly stamped & pre-receipted 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, and any document as specified in the order.

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.

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 .

This order is placed against **Indent No.:** No. RS/01/LP/09-10/1170 dated 19.02.10 and RS/01/LP/09-10/1201 dtd 04.03.10 (IR no. 050(10-11) dtd 13.07.2010

Budget Certification No.: BCCL/ HQ/Pur.Fin./store budget/Rev budget /11-12/HEMM Spares/HQ Excv/288 dated 29.09.2011 for Rs.670712.87 (Rs.Six Lakh seventy thousand seven hundred twelve and paise eighty seven only) and FC no. 161 dtd 29.09.2011

Yours faithfully,

(A K Sinha)
Sr Manager (MM)

Enclosures- Annexure-I

Copy to:-

1. Chief General Manager, Barora Area, Area-I, BCCL
2. General Manager (Excv.), Koyla Bhavan
3. Area Finance Manager, Barora Area
4. Depot Officer, Barora Regional Stores, BCCL, Dhanbad –
5. GM (F)MM, Purchase Fin Deptt. Koyla Bhavan
6. Tech. Cell, MM Divn.
7. Office copy/Master copy

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.