

Tech. Cell



Bharat Coking Coal Ltd
(A Subsidiary of Coal India Limited)
Office of Chief General Manager (MM)
Koyla Bhawan: Koyla Nagar: Dhanbad (JHARKHAND)-826005
Telephone no. 0326-2230181/2230390; FAX (0326) 2230183

Ref No: PUR/614045/ U C set/ D155Dozers/14-15/180

Dated: 03.12.2014

PURCHASE ORDER
BY REGD. POST

To
M/s BEML Limited
(A Govt. of India Undertaking)
"KAMALKUNJ", Kolakusma
PO: Saraidhella,
Dhanbad - 828127
Fax no. 0326 2200182

VENDOR CODE :-1/3/M/P/015
Vendor Type: OEM

Sub:- Supply of Under Carriage sets of D-155 Dozer.

Ref -1. Tender no.: BCCL/Pur/614045/ UC set /D155 Dozer/14-15/44 opened on 12.09.14
2. Your on-line bid id 8355 dated 16.08.2014

Dear Sirs,

In reference to the above, we for and on behalf of BCCL hereby place order on you for supply of Under Carriage sets for D-155 Dozers as detailed below with Annexure enclosed.:

Scope of Supply:

BEML Limited			A
Description	Qty. Sets	Unit Price (Rs)	Ext Value(Rs)
Under Carriage Set for D 155 Dozer consisting of 9 items MC: 11202174452	13	11,49,000.00	1,49,37,000.00
Excise Duty @ 10.3%			15,38,511.00
Sub total			1,64,75,511.00
VAT @14%			2306571.54
LANDED VALUE	Rs.		1,87,82,082.54

Rounded of to Rs 1,87,82,082.00

(Rupees One Crore Eighty Seven Lakh Eighty Two Thousand and Eighty Two only)

TERMS & CONDITIONS:

1. Price: FIRM and FOR destination basis, inclusive of packing & forwarding, freight and insurance charges.

2. Excise Duty and Cess on ED: Extra as applicable. The present rate including Cess is 10.3%. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit



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The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit.

3.JVAT: Extra as applicable @14% shall be payable within delivery schedule. Input Tax credit shall be availed by BCCL.

4.Payment Terms: 100% payment shall be made within 21 days, of receipt and acceptance of materials by the consignee or from the date of receipt of bills, whichever is later by the consignee..

5.Delivery: To be supplied in Set/ module only. Supply to be completed within 4 months from the date of receipt of Order. Delivery shall be reckoned from 10th day from the date of order and date receipt of the material in set at our Store shall be treated as date of delivery.

6.Paying Authority: GM (F)MM, Purchase Finance Department, L- IV Commercial Block , Koyla Bhawan , BCCL, Koyla Nagar, Dhanbad, Jharkhand. PIN : 826 005.

7.Consignee: The Depot Officer, Central Stores, P.O. Jealgora, BCCL, Dhanbad, Jharkhand. PIN: 828 110.

8.Security Money: Exempted being PSU.

9.Warranty/Guarantee: You shall furnish manufacturer's composite guarantee for the complete module for 2 years of satisfactory performance of the same in all respect or for a period of 4500 hours from the date of fitment on the equipment ,whichever is earlier. If any defects are found due to faulty design or bad workmanship or poor material quality ,the defective parts shall have to be replaced by the supplier free of cost to the consignee /user within 30 days of such intimation by the user. of intimation by the end user.

10.Performance Bank Guarantee:-You will have to furnish a Performance Bank Guarantee on any Schedule Bank/Nationalise Bank in India valid for 6 months beyond the expiry of warrantee /guarantee period on or before the commencement of supply of materials for 10% value of the order as a coverage towards the supplier's performance against the contract. No payment will be made without submission of the performance Bank Guarantee. The order value means FOR destination price including taxes duties, transportation and insurance charges and other charges. Performance Bank Guarantee Performa enclosed as Annexure-II. The Performance Bank guarantee should be furnished on non judicial stamp paper worth RS 250/= as per the standard format of BCCL.

PBG may be submitted for the entire order quantity at a time or supply wise.

11. Inspection:- Inspection shall be carried out at the consignee end by representative of GM (Excvt) after the receipt of materials.

12. Price fall/LD clause : Applicable as per Annexure-III

13. Integrity Pact :

You have signed Integrity pact issued with NIT. Shri Naresh Chaturvedi, IAS,(Retd),CL-14,Salt Lake,Kolkata-700091, will be independent external monitor against it.

14.Inspection 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. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

iii)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.

iv)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.

v)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.

vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

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15 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.

16. **Mode of Transport:** By Road on freight paid basis to consignee.

17. **Make:** BEML

18. **Submission of Bills:**

a) Supplier shall have to submit bills (six copies) to the consignee along with the consignment and challan with the requisite documents as specified in the purchase order, if any.

b) The consignee shall then send SR notes , challan, Inspection note and five copies of bills (including the original) and any other requisite documents to the paying authority.

c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.

i) **General:**

Serial No. of Invoice

Description of the goods

Classification of the goods

Time and date of removal

Mode of Transport and vehicle registration

Rate of duty

Quantity and value of goods and Duty payable thereon

19. **Jurisdiction :** Under Jurisdiction of Dhanbad Court and Jharkhand high court only .

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ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL 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. Supply Order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.

Indent Nos. & date:

- i) MB cum Indent/D-155 U.C.Set/14-15/45 dtd 09.05.2014 (IR No.614045 dtd 16.06.2014)
- ii) **Budget certification No. & date:** BCCL/HQ/Pur.Fin./Store Budget/Adhoc Budget/2014-15/HEMM Spares/HQ Excv/102 dt 21.05.2014 for Rs.2,33,57,834.00 and FC no.328 dtd 03.12.2014 for Rs 2,25,76,460.00
- iii) **Enclosures :-**

Annexure-I- Details of parts and technical terms
Annexure-II- Performance Bank Guarantee
Annexure-III- Penalty for failure to supply in time/Price fall clause

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.


03/12/2014
(A.K SINGH)
Subordinate Engineer(Excv)


3/12/14
(A.D.SANTHISH)
Chief Manager (MM)

CC:

1. GM (Excvn.), Koyla Bhawan.
2. GM (F)MM, Purchase Finance Deptt., Koyla Bhawan.
3. Depot Officer, Central Stores, Jealgora
- ✓ 4. Technical Cell, MM, Division, K. Bhawan
5. Office Copy/ Master Copy
6. External Independent Monitor:-Shri Naresh Chaturvedi, IAS,(Retd),CL-14,Salt Lake, Kolkata-700091



Annexure-I

The under carriage parts for D-155 Dozers .
Each module/set shall consist of the following parts and quantities as mentioned against them.

Each Set(Module) consists of the following:		
Description	Part no	Qty/Module
Track Shoe Assy	125CTB0033/1753201758	1 set(2 nos)
Roller Assy, Single Flange	125TF00173/1753000487	4 nos
Roller Assy, Double Flange	125TF00181/1753000497	10 nos
Roller Assy, Carrier	125TF00198/1753000515	4 nos
Teeth Sprocket	125FD51927/1752722325	18 nos
Bolt ,Sprocket	BFB2412478/1782711150	54 nos
Nut, Sprocket	BFN2612430/0180302430	54 nos
Idler Assy	125TF00213/1753000575	2 nos
Bolt	CFB0222415/0104062480	56 nos

Technical Terms of Supply:

Each set of Track shoe Assly (ie 2 nos.) should be of sealed & lubricated type and should have 82 nos. of grousers having grouser width 560 mm with heavy duty/ extreme service shoe and coupling linking master link type.

Module Supply

Items will be supplied in modules, each module/set consisting of the above 9(nine) items with the quantities as mentioned above.

Fitment Guarantee

You will submit fitment guarantee certificate that supplied parts should be fitted in the above model of Dozers without any alteration ie addition or deletion. The design of the items should be exactly as per that of the OEM.

Manufacturer Identification mark/Logo Embossing: Items supplied should be engraved/embossed with logo preferably at a non wearing surface for proper identification..

After Sales Service :After sales service will be provided to the end user.

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3/12/14
CM (MM)

Annexure-II

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having its office at -----
-----hereinafter called the Seller has
entered into a Contract No.-----dt.----- (hereinafter called the
said Contract) with Bharat Coking Coal Limited (hereinafter called , the Purchaser) to supply
equipment on the terms and conditions in the said Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment
will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a
Bank Guarantee for the sum of ----- equivalent to 10 % of the value of each equipment and
accessories dispatched by the seller as security for the due and faithful performance of the terms of the
said contract and against any loss or damage caused to or would be caused to or suffered by the
purchaser by reason of any of the terms or conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller
agreed to give the guarantee herein after contained.

2. We,----- (Name of the Bank) do hereby undertake to pay the amounts due and
payable under this guarantee without any demur merely on a demand from the purchaser stating that
the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by
the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in
the said contract or by reason of the seller's failure to perform the said contract. Any such demand
made 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 seller has disputed its liability to
pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding
is pending between purchase and the seller regarding the claim. However, our liability under this
guarantee shall be restricted to an amount not exceeding -----.

3. We,----- (Name of the Bank) further agree that the guarantee herein
contained shall come into force from the date hereof and shall remain in full force and effect during
the period of the said contract and that it shall continue to be enforceable till all the dues of the
purchase under or by virtue of the said contract have been fully paid and its claim satisfied or
purchase certified that the terms and conditions of the said contract have been fully and properly
carried out by the said seller and accordingly discharged the guarantee. Unless a demand or claim
under this guarantee is made on us in writing on or before the ----- (date to be given-----
---- period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all
liability under this guarantee thereafter.

4. We., (Name of the Bank) further agree with the purchaser ,that the purchaser , shall have the fullest
liberty without our consent and without affecting in any manner no obligations hereunder to vary any
of the terms and conditions of the said contract or to extend time of performance by the said seller(s)
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 seller and to forbear or enforce any of the terms and conditions relating
to the said contract and we shall not be relived from our liability by reason or any such variation or
extension being granted to the said seller or for any forbearance act or omission on the part of the
purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing
whatsoever which under the law relating to sureties would be for this provision have effect of an



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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 this purchaser the said sum of ----- or such lesser sum as may then be due the purchaser and as the purchaser may demand.

5. We, ----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

6. 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.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under.

Name of the Bank: .

Name of the Branch:

Location & Address:

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

Dated day of

For Bank Limited.
the Bank

PKS

Signature of the authorized person

For and on behalf of

Emp. Code.

ANNEXURE-III

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, BCCCL 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 BCCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

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.

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