


BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

 Office of the Chief General
 Manager(MM),MM Division
 Koyla Bhawan : Koyla Nagar
 Dhanbad : 826 005

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

Ref. Pur/611182/ Spares for BE 1000 shovel /MARC/11-12/ 194 Dtd: 29.11.2011

 To
 M/s. BEML Limited
 “Kamal Kunj”
 Kolakusma
 P.O. Saraidhella
 Dhanbad 828 127

**PURCHASE ORDER
 BY REGD.POST**

Vendor Code:1/3/M/P/015

 Sub: Supply of Spares for BE 1000 Excavator
 Our S. T.E No. Pur/611182/Spares/BE 1000 shovel /MARC/11-12 /77 opened on
 24.11.2011
 Your offer No. BEML/MFP/310(A)/spares/BE 1000 shovel/11-12/1383 dtd
 22.11.2011 and letter dtd 25.11.2011

Dear Sir,

 With reference to above we, on behalf of BCCL, hereby place order on you for supply of
 Spares for BE 1000 Excavator to BCCL as per description, rate, qty, value and terms & conditions
 detailed herein under:

| Sl.No. | Mat code | Item & Part No. | Qty | Unit price(Basic) | Value in Rs |
|---|-------------|----------------------------|------|-------------------|-------------|
| | | | Nos. | (Rs.) | |
| 1 | 15591992156 | Auto lub System/817ALB0047 | 1 | 595680.00 | 595680.00 |
| 2 | 15591992262 | Duct/ 175EH02066 | 1 | 10010.00 | 10010.00 |
| 3 | 15507053057 | Frame Assly/175EH02536 | 1 | 50760.00 | 50760.00 |
| Total: | | | | | 656450.00 |
| VAT @14% Extra as applicable | | | | | 91903.00 |
| Total landed value in Rs | | | | | 748353.00 |
| (Rs Seven Lakh forty Eight thousand three hundred fifty three only) | | | | | |

Terms & Conditions:-
Price: Firm & FOR Destination basis.

Excise Duty & Ed. Cess: Nil

P&F, Frt. & Ins.: To be borne by the Firm

Sales Tax: Extra as applicable VAT @ 14 % against JVAT404

Delivery: Item should be supplied within 10-12 weeks from the date of placement of order. However early delivery will be appreciated and accepted

Payment: 100% within 21 days of receipt and acceptance of materials or from the date of receipt of Bill, whichever later at consignee end..

Consignee: Depot officer, Regional stores Ghanudih Area (IX), BCCL, Dhanbad.

Price Certification: The Firm will certify on their Bills that the price charged to BCCL is not higher than the prices applicable to Govt Deptt/PSUs/ other organizations .

Warranty: For a period of 12 months from the date of fitment in respect of manufacturer's proper design , quality and workmanship of the parts, the correctness of the parts and their proper fitment to the Machine ie BE1000 Hyd Excavator .

L.D. Clause and Price Fall Clause: As per NIT

Fitment Guarantee: Firm should give fitment guarantee regarding fitment of the supplied items in BE 1000 Hyd Excavator (MARC equipment), Machine sl. No. G10079/S389of Ghanudih OCP, Bastacolla Area without any alteration, i.e, addition or deletion. The item must be as per design of OEM.

Logo/Identification: Items supplied will be embossed / identification tag, of the firm

After Sales Service: You will extend after sales service to the end user.

Security Deposit: Exempted being PSU

Inspection At the consignee End for acceptance of materials

Paying authority GM(F),Pur- Fin. Koyla Bhawan, Dhanbad

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

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

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

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, fitment Certificates & packing list if any, inspection report, guarantee warranty certificate etc.

Integrity Pact : You have signed Integrity pact issued with NIT . Mr Ashok Kumar Chakraborty (Retired Judge) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.

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 .

Indents No. i) Ghanudih / MOCP/11-12/122 dtd 4.10.2011 &Ghanudih/OCP/11-12/123 dtd 4.10.2011,IR no. 611182(11-12) dtd 16.11.2011

Budget certification No. BCCL/HQ/Pur.Fin./Stores Budget/Rev Budget/2011-12/HEMM stores/Excv HQ/296 dt. 14.10.2011 for Rs. 1628946.00, FC no. 222 dtd 29.11.2011 for Rs. 748353.00

Encl :Annexure-I

Yours faithfully,

(A K Sinha)
Sr Manager (P)

Copy to:

GM(Excv.), BCCL Koyla Bhawan

A.M(Excv),Ghanudih Area IX, BCCL, Dhanbad

Depot officer, Regional stores Ghanudih Area (IX),BCCL, Dhanbad

GM (F),MM, Pur- Fin., Koyla Bhawan, Dhanbad

Tech. Cell. MM Division, Koyla Bhawan

Office Copy/Master Copy

External Independent Monitor:. Mr Ashok Kumar Chakraborty (Retired Judge) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.

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 FALLCLAUSE.

- 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.