

	Bharat Coking Coal Limited (A subsidiary of Coal India Limited) Office of the Chief General Manager (MM) MM Divn., Koyla Bhawan, P.O. Koyla Nagar, <u>Dhanbad – 826 005, Jharkhand (India)</u>	GRAM: KOKINGKOL Phone: (0091)326-2230181, Fax: (0091)326-2230183 (All disputes are subject to Dhanbad Court
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Ref. No.: Pur/200195/ Trans spares/D355 Dozer/SWS/11-12/ 284

dtd 28.03.2012

**PURCHASE ORDER
BY REGD. POST/SPEED**

To
 M/s. BEML LIMITED
 (A Govt. of India Undertaking)
 “KAMALKUNJ”
 P.O. Saraidhella
 Dhanbad

VENDOR CODE: 1/03/M/P/015

Dear Sir,

Sub: Tender No.: Pur/200195/ Trans spares/D355 Dozer/SWS/11-12/27 opened on 18.07.2011
 Ref: Your Offer No. BEML/MFP/310(A)/624(TC) dt. 18.07.2011 and subsequent letter no.
 BEML/MFP/310(A)/230-B dtd 12.11.2011 and dtd 06.02.2012

With reference to above, we ,on behalf of BCCL ,hereby place order on you for supply of transmission spares for D355 Dozers as per Annexure-A ,(enclosed for item description ,part no. rate value etc), of total value of Rs. 2,62,69,496.52 (Rs. Two Crore Sixty Two Lakh Sixty Nine Thousand Four Hundred ninety Six and Paise Fifty two only) with other terms and conditions stipulated as under:

TERMS & CONDITIONS:

01	Price	Firm & FOR destination basis.
02	Pkg. Fwdg. &Frt& Ins.	Borne by you.
03	JVAT	Extra as applicable present rate @ 14% against JVAT404.
04	Payment	100% within 21 days of the receipt and acceptance of goods at consignee's end or from the date of receipt of Bill, whichever is later at consignee end . Payment shall be made through Electronic fund transfer (EFT) which you are requested indicate your EFT A/c no. name of Bank branch, MICR code/IFSC code, RTGS code in your invoice for facilitating payment through EFT.
05	Delivery	Within 6 months from the date of receipt of order .
06	Warranty	The warrantee of the items in respect of proper design quality workmanship of the spares correctness and its proper fitment to the machine for which they shall be purchased should be 12 months from the date of commissioning or 18 months from the date of delivery, whichever is earlier.
07	Price Fall & LD	Applicable as per Annexure-I (enclosed)
08	Embossing of Logo	The make ,symbol, identification mark of manufacturer and part no. should be clearly embossed/engraved/punched or otherwise legibly indicated for (identification tag) for part no. and description. where ever possible on each and every item at visible place which is not subject to normal wear and tear.
09	After Sales Service	You will provide after sales service to end user if required.
10	Fitment Guarantee	Firm must give fitment guarantee regarding fitment of supplied transmission spares in D355 Dozers in BCCL without any alteration (addition/deletion). The item must be exactly as per design of OEM specification.

11	Submission of Bill	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 etc as specified in the supply order .
12	Paying Authority	GM (F) MM, BCCL, Purchase Finance Department, Koyla Bhavan, Dhanbad
13	Consignee	Depot Officer, Sinidih Excv. Workshop, BCCL, Tundoo, Dhanbad
14	Inspection	By the representative of GM (Excv)/Consignee at Consignee's end
15	Force Majeure	<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>
16	Mode of dispatch	By Road on Freight paid basis
17	EMD & SD	Exempted ,being PSU.
18	Price certificate	You will certify on the body of the Bill that prices charged to BCCL is not higher than charges to any other Govt. Deptt./PSU including CIL or its subsidiaries/others
19	Integrity Pact	You have signed Integrity pact issued with NIT . Mr D Bandopadhyay (Retired IAS) GD-89, Sector III, Salt Lake,Kolkata-700016, will be independent external monitor against it
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT & JHARKHAND HIGH COURT ONLY		

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 supply order is issued with the approval of BCCL Board of Directors vide agenda note no. 284.5P of 284th meeting held on 03.03.2012 at Dhanbad communicated vide no. BCCL:CS:F-1 (A):230 dtd 24.03.2012

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 .

Indent No. BCCL/Excv/SWS/Indent/10-11/MB/30 dtd 11.10.2010 (IR no. 0195(10-11) dtd 31.03.2011).

Budget certification No. BCCL/HQ/Pur.Fin./Stores Budget/Adv Action /2012-13/SWS/HEMM/01 dt. 30.01.12 for Rs. 26269496.52, and FC no. 02 /(12-13) dtd 27.03.2012 for Rs 26269496.52

Encl: ANNEXURE-A(5 pages) & Annexure-I

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

(A K Sinha)
Sr Manager (MM)

(A K Chaudhary)
Chief Manager (MM)

Copy to:-

General Manager (Excv.), Koyla Bhawan.

Depot Officer, Sinidih Excvn. Workshop, BCCL, Tundoo, Dhanbad.

GM.(Excv), Sinidih Excvn Workshop, BCCL, Tundoo, Dhanbad

GM (F) MM,Purchase –finance BCCL, Koyla Bhawan – Paying authority.

Technical Cell, MMD, Koyla Bhawan.

Office Copy/Master copy.

IM : Mr D Bandopadhyay (Retired IAS) GD-89, Sector III, Salt Lake,Kolkata-700016,

CGM, Special cell ,CMPDI, Kanke Road, Ranchi

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 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 canceling 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.

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.