

Tech. Cell



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the General Manager(MM),  
MM Division  
Koyla Bhawan : Koyla Nagar  
Dhanbad : 826 005

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

Ref. BCCL/Fur/615254/UC SET/16-17/50

Dtd: 11.07.16

**PURCHASE ORDER**  
**SPEED POST**

To, M/s. BEML Limited, Kangalo, Amaghata, PO: Govindpur, Dhanbad- 828109	Vendor Code: 1/3/M/P/015 Vendor Type: OEM
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**Sub: Supply of UNDER CARRIAGE SET OF D-355 DOZER**

Ref: Our T E No. BCCL/PUR/615254/UC SET/15-16/102 dtd 02.03.16 & opened on 02.04.16.

Dear Sir,

With reference to above we, on behalf of BCCL, hereby place order on you for Supply of UNDER CARRIAGE SET OF D-355 DOZER to BCCL as per description, rate, qty, value and terms & conditions detailed herein under:

Sl. no.	DESCRIPTION	Qty.	Unit rate Rs	Extended Value in Rs
1	Under carriage Set for D-355 Dozer consisting of 9 items. MC: 11204950212	05	15,15,000.00	75,75,000.00
			<b>Subtotal</b>	<b>75,75,000.00</b>
			<b>ED @ 12.50%</b>	<b>9,46,875.00</b>
				<b>85,21,875.00</b>
			<b>VAT @ 14%</b>	<b>11,93,062.50</b>
			<b>Total</b>	<b>97,14,937.50</b>

**Rounded off to Rs 97,14,937.00**

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**NOTE:-** Each module shall consist of the following parts and quantities as mentioned against each.

Sl. No.	Part Number	Description	Unit	Qty.
1	1953202709	TRACK SHOE ASSY.	NO	1 SET (02 nos)
2	130TF00171/1953000333	ROLLER ASSY, SINGLE FLANGE	NO	4
3	130TF00188/ 1953000343	ROLLER ASSY, DOUBLE FLANGE	NO	10
4	130TF00139/ 1953000105	ROLLER ASSY, CARRIER	NO	4
5	130FD52046/1952712465	TEETH SPROCKET	NO	18
6	BFB1412491/ 1952712632	BOLT, SPRCKET	NO	54
7	BFN2612430/ 0180302430	NUT, SPROCKET	NO	54
8	130TF00147/1953000057	IDLER ASSY.	NO	2
9	CFB0822710/ 0101162710	BOLT	NO	56

Each set of track shoe assy. (i.e. 2 nos) should be of sealed & lubricated type and should have 78 nos. of grousers having grouser width 610 mm, with heavy duty / extreme service shoe and coupling linking master link split type.

**Terms & Conditions:**

**Price:** Firm & FOR Destination basis.

**Sales Tax:** Presently JVAT @14% will be applicable extra.

**Excise duty:** Extra as applicable against documentary evidence. Present rate is @ 12.50%, the excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit

**P&F, Frt. & Ins.:** Borne by BEML Ltd.

**Delivery:** Delivery should be made within 2 months from the date of receipt of order. Since requirement is very urgent so, early supply will be appreciated. Supply of each set should be in module. Delivery shall be reckoned from the 10<sup>th</sup> day of the issue of order.

**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, Central Stores, Jealgora, BCCL Dhanbad.

**Paying Authority:** HOD (F) MM, Purchase Finance, Koyla Bhawan, BCCL, Dhanbad.

**Warranty:** The firm shall furnish the manufacturer's composite guarantee of 'satisfactory performance of the same in all respect for 2 years or for 4500 hours from the date of fitment/commissioning on the equipment, whichever is 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.

**L.D. Clause and Price Fall Clause:** As per Annexure-I enclosed

**Fitment Guarantee:** The quality & physical dimensions of items should conform to all the specifications of OEM for which it is meant for. The firm should give a guarantee for fitment of the supplied parts in the above model of Dozer without any alteration i.e. addition or deletion.

**Logo/Identification:** They should confirm that the items supplied by them will be engraved/embossed with their logo, preferably at non wearing surface. Items where engraving/ embossing is not possible, it should be tagged suitably for proper identification.

**After Sales Service:** The firm should confirm that they are able to provide after sales service to the end user till warranty.

**Security Deposit:** Exempted being PSU

**Inspection:** At the consignee end for acceptance of materials.

**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

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/ 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 consigne 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. Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048, will be independent external monitor against it.

**Jurisdiction:** All disputes will have jurisdiction of 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 purchase order/ contract is issued with the approval of the Competent Authority. This contract is concluded with the issuance of this order.

**Indent No:** MB CUM INDENT/D-355 U.C SET/15-16/59 dt 08.08.14

**Budget certification No.** BCCL/HQ/Pur.Fin./Stores Budget/Advance Action/Rev. Bud/16-17/HEMM Spares/122 dt. 08.07.16 for Rs. 97,14,937.00 & eBC no. 204 and FC no.76 dtd 08.07.16 for Rs. 97,14,937.00 & eFC no 140.

Encl: Annexure-I

Yours faithfully,

  
(Saquib Aftab)  
AM (MM)

  
(A.D. Santhish)  
Chief Manager (MM)

Copy to:

1. GM (Excv.)HOD, BCCL Koyla Bhawan
2. Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad.
3. HOD (F) MM, Pur- Fin., Koyla Bhavan, Dhanbad
- ✓ 4. Tech. Cell. MM Division, Koyla Bhawan
5. Office Copy/Master Copy
6. Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048

*Singhi*

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## **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.

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