



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

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

Ref. Pur/613092/ Spares/D155 Trans/13-14/ 270

Dtd: 05.02.2014

M/s Cuprum Bagrodia Limited,  
23-C Ashtosh Chowdhary Avenue,  
KCI Plaza, 3rd Floor,  
Kolkata- 700019

## PURCHASE ORDER

Vendor Code: 1/03/M/G/123  
Vendor Type: Auth. distributor of OEM

Fax : 033 24543528

Sub: Supply of Spares for D155 Transmission  
Ref: Our T.E No. Pur/613092/ Spares/D155 Dozers/13-14/26  
opened on 19.08.2013.  
Your offer No. CBL/OFF/1314/2070:00032 dt 14.08.13  
Letter of Komatsu India Private Limited dt 21.11.13  
Your Letter no CBLS:2070:0797 dt 6.11.13

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares for Transmission D155 Dozer at the following item description, part no, rate ,value and terms & conditions:-

Scope of Supply:

Ten.Sl. No.	CIL CODE/DESCRIPTION OF ITEMS	PART NO. /BEML PART NO.	Qty	Basic price(Rs)	Ext value (Rs)
9	11202123764/DISC	1541512714/985TC91002	42	10158.00	426636.00
24	11202123825/SPRING WAVE	1751542890/125TM93465	25	2473.00	<u>61825.00</u>
					488461.00
		CVD @12.36%			<u>60373.77</u>
					548834.77
		CST@2%			<u>10976.69</u>
					559811.47

Round off to Rs 5,59,811.00

(Rs Five Lakh Fifty Nine Thousand Eight Hundred and Eleven only)

**Make: Komatsu**

*Handwritten signature*

*Handwritten signature*

# TERMS & CONDITIONS

01	Price	Firm and FOR destination basis. ( Packing, Forwarding, Frt & Insurance – Nil)
02	Excise Duty	Not Applicable. However CVD with Edu cess at actuals will be applicable . The present rate is 12.36%.The invoice shall indicate CVD & other duties as per NIT for enabling BCCL to avail CENVAT Credit.
03	CST	CST Extra @ 2% against form "C".
04	Payment	100% within 30 days of receipt and acceptance of materials or from the date of receipt of Bill, whichever later at consignee end . The payment will be made "Electronic Fund Transfer" or e-payment. You are, therefore, requested to indicate EFT No. & other relevant details in your bill(s) .
05	Delivery	Supply to be completed within 6 months from the date of issue of supply order.
06	Road permit	Will be arranged by the consignee.
07	Warranty	: For a period of 18 months from the date delivery and acceptance or 12 months from the date of fitment whichever is earlier.
08	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
09	Security Deposit	Exempted being authorized Indian agent of overseas OEM
10	After Sales Service	The firm will extend after sales service to the end user.
11	Submission of Bills	100% value of bill duly stamped & pre-receipted in Six copies as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with consignment no., challan, packing list if any, guarantee/warranty certificate/inspection report wherever required, Excise duty documentary evidence wherever required, and other relevant document as specified in the order
12	Submission of import documents	The following import documents are required to be submitted with each supply : <ul style="list-style-type: none"> <li>• Self attested copy of Bill of Entry</li> <li>• Self attested copy of Bill of Lading/Airway bill</li> <li>• Self attested copy of Packing list of Principals or invoice</li> </ul> The original copy of the above should be submitted which shall be returned after verification and endorsement by consignee and paying authority.
13	Logo/ Identification	The firm will submit a Certificate of Fitment Guarantee regarding fitment of the supplied parts without any alteration ie addition or deletion in D155 Dozer. The design of the item should be exactly as per that of the OEM.
14	Consignee	Depot officer ,Regional Stores, Sinidih Workshop, BCCL Dhanbad
15	Paying Authority	GM(Fin)- Purchase finance. Koyla Bhavan , BCCL Dhanbad.
16	Inspection	By the representative of Consignee at Consignee's end.
17	Mode of Dispatch	By Road on freight paid basis.
18	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

		<p>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>
19	Price certificate	The Firm will certify on their Bills that the prices charged to BCCL is lowest and same as charged to other CIL subsidiaries/Govt. Under Taking/ Deptt and others.
20	Bank details	Bank details are to be submitted along with the bills indicating A/C no, MICR code etc for arranging electronic fund transfer.
21	Integrity Pact	You have signed Integrity pact issued with NIT . Justice Ashok Kumar Chakraborty (Retired) , BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against this contract/order.

**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. 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 .

*[Handwritten mark]*

*[Handwritten signature]*



**Indent No.** BCCL/EXC/SWS/Indent/12-13/MB/R/24 dtd 07.02.2013 (IR no. 613092 dtd 02.07.2013)

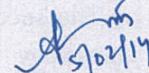
**Budget certification No.** BCCL/SWS/Excv/Adv Budget /2013-14/HEMM Spares/01 dt. 05.04.2013 for Rs. 1,65,21,638.00, eBC no 101 and FC no. 22 dtd 04.02.2014 for Rs 1,51,81,044.00 eFc no 562

Encl : Annexure-I



(Saquib Aftab)  
MT(MM)

Yours faithfully,



A.D. Santhish  
Chief Manager (MM)

Copy to:

1. GM (Excv.), BCCL Koyla Bhawan
2. General Manager (Excv), SWS, Sinidih, BCCL, Dhanbad
3. Depot Officer, Regional Stores, Sinidih Workshop, BCCL, Dhanbad
4. GM (F), MM, Pur- Fin., Koyla Bhawan, Dhanbad
- ✓ 5. Tech. Cell. MM Division, Koyla Bhawan
6. Office Copy/Master Copy
7. External Independent Monitor: Mr Ashok Kr Chakraborty (Retired Judge) BB-69 Sector I, Salt Lake, Kolkata-700064,



## 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 en-cash 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 bidder 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 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.

