



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Commercial Block L-III , Koyla Bhawan
Koyla Nagar Dhanbad : 826 005

Phone: (0326)2230181
Fax: (0326)2230183
Under Jurisdiction of
Dhanbad Court only

Ref. No.Pur/611144/End bit & cutting Edge/D355 Dozer /11-12/ 195

dtd 30.11.2011

To

M/s. BEML Limited
"Kamal Kunj"
Kolakusma
P.O. Saraidhella
Dhanbad 828 127

PURCHASE ORDER
BY REGD.POST

Vendor Code: 929075

Sub: Supply of End bit & cutting Edge for D355 Dozer against WCL RC No.40021947B dtd 04.03.2011 concluded with M/s BEML Ltd , NagPur and WCL
Ref : BEML/MFP/310(A)/1282 dtd 08.11.2011 and BEML/MN/MNP/15/1762 dtd 20.10.2011

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of End Bit and Cutting edge for D-355 Dozer as detailed hereunder:

Scope of Supply :

Sr no.	Description of items	Qty	Unit basic price(Rs/set)	Extended value in Rs.
01	Cutting Edge and End bit set for D-355 Dozer Mat code 11204990353	12 sets	Rs. 68509.00	822108.00
			VAT 14% Extra	115095.12
			Total Landed value in Rs.	937203.12

Total Value : Rs. Nine Lakh Thirty Seven Thousand two Hundred Three and paise twelve only)

Make : BEML Make

Each set of cutting Edges and end bit set shall consist of the following:

Sl.No.	OEM Part No.	Description	Qty/Set
1.	195-71-11654/ 130TD11117	Cutting Edges	03 nos.
2.	195-71-11173/ 130TD52825	End Bit LH	01 no.

3.	195-71-11183/ 130TD52833	End Bit RH	01 no.
4.	195-71-11451/52	Bolt	35 nos.
6.	02290-11625/ CFN4311625	Nut	35 nos.
7.	01643-32640/ CFW0527080	Washer	35 nos.

Item should be supplied in Set form only

2. Warranty

Eqpt. Model D-355 Dozer : 700 hrs from the date of fitment or 18 months from the date of receipt and acceptance of material whichever is earlier. In case of premature failure, same should be replaced free of cost within 30days.

3. Prices

Prices are FIRM and on FOR destination basis inclusive of packing ,forwarding ,freight and transit insurance charges up to destination.

4. Excise Duty

Not applicable. If it becomes applicable during the contractual period then same shall be borne by supplier.

5. Sales Tax

JVAT shall be paid extra as applicable. Present rate of JVAT @ 14% against JVAT FORM.

6. Security Deposit:

Exempted being a PSU

7. Delivery

Within 04 months from the date of placement of order or earlier. Delivery period shall be reckoned from the 7th day of placement of order.

8. Payment Terms

100% payment shall be made within 21 days of receipt and acceptance of materials or submission of bills whichever is later at consignee stores.

9. **Consignee:** Central Stores Jealgora, BCCL, Dhanbad

10. **Paying Authority :** GM (F)MM, Pur-Fin, Koyla Bhawan BCCL, Dhanbad.

11.Liquidated damage cum risk purchase clause: 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

12.Submission of Bills.: For claiming payment ,following documents are to be submitted along with original bills as per terms of supply order to the consignee:

- i) 100% bill s in quadruplicate duly pre receipted and stamped. (original buyers copy of invoice)
- ii) Packing list in original giving details of bills of materials
- iii) Delivery challan in original duly signed and stamped by authorised signatory
- iv) Copy of consignment note, Warrantee / Guarantee Certificate
- v) Manufacturer's test certificates as per supply order terms
- vi) Any other documents if applicable as per order

Please indicate your Bank A/c no. , Name of Banker, Nature of Accounts, MICR code and IFSC code to facscilitate payment through EFT while submitting your bill.

13. As the order is being placed on the basis of consideration that you are a manufacturer of the ordered materials you will have to provide a certificate to the following effect on the body of the each bill "Certified that items supplied and included in this bill/invoice are own make and have actually been manufactured at your works situated at(address of factory)

14.Conditions to quality: All goods/stores furnished to the purchaser under this order shall be genuine make and Brand of the highest grade free of all defects and faults and the of the best materials of the type ordered and in full conformity will correct specification and quality aforesaid or deteriorate otherwise then by wear and tear the purchaser will be entitled to reject the said description and quality. On such rejection the stores will be at seller's risk. If the seller so desires to rejected goods may be taken over by him or his agents for disposal in the sate of such rejections. The seller shall if required replace the goods or such portion there of as have been rejected by the purchaser free of cost at ultimate destination at the option of purchaser .The seller shall pay to the purchaser the value there of at contract price and such other expenditure and damage as may be arise by reason of the breach of conditions here in before specified. Nothing here in contained shall prejudice any other right of the purchase in this behalf under the contract.

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.

15.Identification mark : You should mark your identification mark/logo on a non wearing surface of the items

16.Inspection : Final inspection will be arranged by the consignee after receipt of materials at destination.

17.Fitment Guarantee: You have to submit the fitment guarantee for proper fitment on the equipment without any modifications.

18. Mode of Despatch: The materials shall be dispatched by Road Transport on freight Paid Basis.

19. Jurisdiction of court: All disputes are subject to jurisdiction of Dhanbad court and Jharkhand High Court only

All other terms and conditions shall be applicable as per WCL Rate Contract no. 40021947B
dtd: 4.03.2011

Indent No. Indent /D355/11-12/End bit Cutting edge set/71 dtd 06.08.2011 ,IR No. 611144 (11-12)
dtd 23.09.2011.

Budget certification No. & date: BCCL/HQ/Pur. Fin./ Store Budget/Rev Budget/11-12/HEMM
Spares/HQ Excv/2487 dt 10.08.2011 for Rs.937203.12 only and FC no. 211dtd 25.11.2011

Yours faithfully,

(A K Sinha)
Sr Manager (P)

Copy to:-
GM (Excv.), Koyla Bhavan
Depot Officer, Central Store Jealgora, BCCL, Dhanbad
GM (F), Purchase Finance Deptt., Koyla Bhavan
Tech. Cell. MM Divn. Koyla Bhavan/office copy