



BHARAT COKING COAL LIMITED
 (A Subsidiary of Coal India Limited)
 Office of the Chief General Manager(MM)
 Materials Management Department
 Commercial Block L-III , Koyla Bhawan : Koyla Nagar
 Dhanbad : 826 005
(Phone No.: 0326 – 2230181 , Fax No. – 0326 -2230183)
Under Jurisdiction of Dhanbad Court only

Ref. No. Pur/200191/Spares for 182M shovel/11-12/255

Dt: 29.02.2012

PURCHASE ORDER
BY REGD.POST

To
 M/s BEML Ltd
 (A Govt. of India Undertaking)
 “KAMALKUNJ”, Kolakusma
 PO: Saraidhella,
 Dhanbad – 828127

Fax no. 0326 2200182

VENDOR CODE :-1/3/M/P/015

Dear Sirs,

Sub: Supply of spares for 182 M Shovel

Ref- i) Tender No. Pur/200191/Electrical Spares /for 182M shovel/10-11/09
 opened on 18.05.2011

ii) Your Offer No.BEML/MRD/310(A)/226(T.B.) dt. 17.05.2011 & Your
 letter dtd 2.09.2011 and dtd 13.02.2012.

With reference to above, we for and on behalf of BCCL, hereby place order for supply of spares suitable for 182 M Shovel as per description, terms & conditions detailed herein under:

NIT SL .NO	DESCRIPTION/ Mat code	PART NUMBER	QTY in no.	Rate in Rs.	value in Rs.
08	Surface Rounding Brush(Swing Motor)/15503992369	62000509SRB/ 1107847	4	3200.00	12800.00
09	Surface Rounding Brush(Propel motor)/15557990146	15030829SRB/ 1241861	2	6690.00	13380.0
Note: These are brushes suitable for surface smoothing of commutators of the Generators			Sub total		26180.00
				Extra JVAT @5%	1309.00
				Landed value in Rs	27489.00

(Rs. Twenty seven thousand four hundred eighty nine only)

Terms and Conditions:

01	Price:	Firm & F O R destination basis
02	ED&Cess	NA
03	VAT	Extra as applicable within delivery schedule. Present rate of VAT is @ 5 %
04	P/F Freight & Ins.	Nil
05	Payment term:	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.
06	Delivery:	Within 6 months from the date of confirmed order. However early delivery will be appreciated.
07	Inspection:	Final inspection will be arranged by the Consignee at Consignee's end by inspection authority.
08	Warranty:	The item should carry a warranty of 18 months from date of delivery or 12 months from the date of commissioning whichever is earlier.
09	Price Fall & L.D. Clause:	Applicable as per Annexure-I (enclosed)
10	Identification	Items supplied will be embossed with logo of the firm /identification mark and sl no. if any in place where normal wear is not possible.
11	After Sales Service:	The firm shall provide after sales service to the end user .Any complaint should be attended within 7 days of reporting and resolved within 21 days.
12	Fitment Guarantee:	You should give fitment guarantee of the item in the 182 M shovel sl no. 221 of Barora Area without any alteration ie. addition or deletion.
13	Submission of Bills:	100% value of bill duly stamped & pre-receipted 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, and documentary evidence of Excise duty payment if claimed and any other document specified in the order.
14	Consignee:	The Depot Officer, Barora Area, BCCL, Dhanbad.
15	Paying Authority:	GM (F),MM. Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
16	SD & EMD	Exempted being PSU
17	Price Certificate	You will certify on the bills that the prices charged are not higher than charged to any other subsidiary of CIL or any other Govt. Department/Undertakings and other organisation.
18	Mode of Dispatch	The consignment should be dispatched by Road on freight paid basis.
19	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:

		<p>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>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>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>
20	Inspection and test clause	<p>i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</p> <p>ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.</p> <p>iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.</p> <p>v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
21	Integrity pact	You have signed Integrity pact issued with NIT . Mr Ashok Kr Chakraborty (Retired Judge) BB-69 Sector I, Salt Lake,Kolkata-700064, 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 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 .

Indent No.: This order is placed against Indent no. as under for NIT item sl no. 8&9
RS/01/LP/10-11/692 dtd 04.10.2010 (IR no.200191(10-11) dtd 29.03.2011
(Total - 2 items)

Budget Certification No.: BCCL/HQ/PUR-Fin/Store Budget/Rev Budget/11-12/HEMM
spares/HQExcv/07 dtd 12.01.2011 for Rs. 2279141.38 only and BC no. 357 dtd 28.11.2011 for Rs.
794309.10 and FC no. 287 dtd 24.02.2012 for value of Rs. 3073450.48 (For BEML Rs 27489.00
only)

Yours faithfully,

(A K Sinha)
Sr Manager (MM)

Copy to –

GM (Excv), BCCL, Koyla Bhawan

GM (F) MM, Pur-Fin.BCCL, Koyla Bhawan-Dhanbad (order has been placed on BEML & Argo)

Depot Officer, Regional stores , Barora Area, BCCL, Dhanbad

Tech. Cell, MM Division, Koyla Bhawan

Office copy/Master copy

IM: Mr Ashok Kr Chakraborty (Retired Judge) BB-69 Sector I, Salt Lake,Kolkata-700064

CGM, Special cell , CMPDI, Kanke Road, Ranchi.

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.