



Bharat Coking Coal Limited

A Mini Ratna Company

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

Koyla Bhawan, Koyla Nagar, Post- B.C.C.L. Township,

DHANBAD-826005 (Jharkhand)

OFFICE OF THE GENERAL MANAGER (MM)

Phone No. 0326-2230181 Fax No. 0326-2230183

CIN: U10101JH1972GOI000918, GSTIN: 20AAACB7934MFZB

(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Ref. No.: BCCL/PUR/620034/Spares/SCANIA /20-21/STE/30

Dtd 31.07.2020

REGD. POST/SPEED POST

PURCHASE ORDER

To

M/S. LARSEN & TOUBRO LIMITED

P.O. DHANSAR, DHANBAD

PIN: 828106 (JHARKHAND)

E mail - alok.chanda@larsentoubro.com

Vender Code: 1/12/D/T/285

PAN No. AAACL0140P

GSTIN: 20AAACL0140P4ZU

Type of Vendor- OPS (Distributor)

Sub: Supply of Filters & Maintenance Kit of SCANIA P380 TIPPERS of BCCL

Ref: (i) Our tender no.: BCCL/PUR/620034/Spares/SCANIA /20-21/STE/21 Date: 17.06.2020, Opened on 01.07.2020

(ii) Tender Id no.:2020_BCCL_175614_1

Dear Sirs,

With reference to above, we, for and on behalf of BCCL, hereby place order for **Supply of Filters & Maintenance Kit of SCANIA P380 TIPPERS of BCCL** with the following items description, part no, rate, value and terms & conditions: -

NIT Item Sl. No.	Item Description / Part Number	Material Code	HSN Code	Unit Basic Price (In Rs.)	Qty (In Nos.)	Extended Value (In Rs.)
1	S KIT P410 MINING KIT WITH W/SEP (2277576 / 2277576SC.)	11619320032	84219900	9182.00	180	16,52,760.00
2	FILTER STEERING (P 380) (153468 / 153468SC.)	11619170111	84212190	762.00	60	45,720.00
3	AIR FILTER SAFETY ELEMENT (1335680 / 1335680SC.)	11619130445	84213990	3220.00	60	1,93,200.00
4	AIR FILTER OUTER ELEMENT (1421021 / 1421021SC.)	11619130433	84213100	8080.00	60	4,84,800.00
5	FILTER (P380) (2002705 / 2002705SC.)	11619160142	84212300	3845.00	60	2,30,700.00
6	FILTER A/C (1913500 / 1913500SC.)	11619360047	84213100	2386.00	60	1,43,160.00
7	L KIT P410 (REG KIT) (2113564 / 2113564SC.)	11619320052	84219900	18074.00	30	5,42,220.00
SUB TOTAL (In Rs.)						32,92,560.00
GST @18%						5,92,660.80
TOTAL (In Rs.)						38,85,220.80

Rounded off to Rs 38, 85,221.00 (Rupees Thirty-Eight Lakh Eighty-Five Thousand Two Hundred and Twenty-One Only).

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TERMS & CONDITIONS

01	Price	Firm and FOR destination basis.
02	Packing & Forwarding, Frt. & Ins	NIL
03	GST	<p>(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST is @18% as mentioned above. You are advised to raise Tax Invoice as per GST Acts / rules, so as BCCL is able to avail Input Tax Credit.</p> <p>(b) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.</p> <p>(c) If BCCL is unable to avail Input Credit due to the fault of the supplier then the loss amount will be recovered from the supplier.</p> <p>(d) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.</p> <p>(e) E-Way bill, if required, shall be arranged by you.</p> <p>(NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).</p>
04	Payment	100% payment within 21 days of receipt and acceptance of materials or from the date of receipt of Bill, whichever is later, at Consignee's end.
05	Delivery	Within 90 Days from the date of placement of purchase order. Early supply will be accepted.
06	Fitment Guarantee	The firm should give a guarantee of fitment of the items in the SCANIA make 35T Tippers, models- Scania P380 without any alteration, i.e. Addition or deletion. The items must be as per the design of OEM
07	MANUFACTURER IDENTIFICATION MARK / LOGO EMBOSSING	The Firm should confirm that the items supplied by them will be embossed/ engraved with their logo. Items where embossing/ engraving are not possible should be supplied with identification tag of manufacturer/firm, preferably at a non- wearing surface.
08	WARRANTY	The firm should be fully responsible for warranty in respect of proper design, quality, workmanship of the parts, the correctness of the parts and their proper fitment to the Scania P380 Tipper, for a period of 12 months from the date of fitment or 18 months from the date of receipt at our store, whichever is earlier. The firm shall have to replace all such defective spares free of cost within 30 days of intimation of the failure by the end users.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I (enclosed).
10	Security Deposit	<p>i) You have to submit Security Deposit for the 10% value, (i.e. Rs 3, 88,523.00.) of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.</p> <p>ii) The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee, in the prescribed format, from an RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) and is to be submitted within 15 days from date of notification of award or placement of order.</p> <p>iii) The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued.</p> <p>iv) The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of material by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.</p> <p>v) If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security</p>

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		<p>Deposit may be waived, as the purpose of submission of SD is fulfilled.</p> <p>If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.</p> <p>vi) In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/ deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.</p> <p>vii) Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.</p> <p>viii) The SDBG will be submitted Through Structured Financial Management System (SFMS).</p>
11	After Sales Service	To be provided by the firm to end user.
12	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 challan, packing list if any, guarantee/warranty certificate, fitment guarantee certificate, and other relevant document as specified in the order.
13	Consignee	Depot officer, Central Store, Jealgora Area., BCCL, Dhanbad, Jharkhand
14	Paying Authority	HOD(F)MM, PUR- FIN., BCCL, Dhanbad
15	Inspection	Final inspection shall be carried out at the consignee's end by representative of the GM (Excavation), BCCL after receipt of the material.
16	Mode of Dispatch	By Road on freight paid basis.
17	Inspection test clause	<p>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 are 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>

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18	Force majeure Clause	<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 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 states 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 exist.</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	Jurisdiction	Any 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. Supply Order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from the date of notification of award or placement of order failing which this order shall be deemed to have been accepted for execution.

Indent Nos. & date: 1st Phase/Scania Filters/20-21/43 Dtd. 04.06.2020., BCCL,IR no. **620034 Dtd. 13.06.2020**

Budget certification No.: BCCL/HQ/PUR FIN/ADVANCE ACTION/REV BUD/20-21 HEMM SPARES/EXCV/27dtd04.06.2020 for Rs 38,85,221.00 only& eBC-51 and FC no. 68 dtd 29.07.2020 for Rs38,85,221.00.& e-FC-91

Encl: ANNEXURE-I & Appendix-I

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


31/07/2020

(Mayank Shekhar)
Asst. Manager (MM)


31/07/2020

(B.B. Roy)
Chief Manager (Excv) MM

Copy to:

1. GM (Excv.) HOD, KoylaBhavan
2. HOD (F)MM, Koyla Bhawan, BCCL, Dhanbad
3. Depot Officer, Central Store, Jealgora, BCCL, Dhanbad- 828110
4. M/s. Scania Commercial Vehicles India Pvt. Ltd, Plot No; 64-66, 88-97, Narsapura KIADB Industrial Area, Achhatanahalli Village, NarsapuraHobli, Taluk/District-Kolar-563133
5. Tech. Cell. MM Divn. KoylaBhavan
6. Office Copy/Master Copy

APPENDIX -I
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
KoylaBhawan
KoylaNagar
Dhanbad – 826005

Re : Bank Guarantee in respect of Agreement dated Day of 20 between
(Name of Purchaser Company) and (Name of Supplier Company)

Messers a Company Firm having its office at No. hereinafter called the Contractor has entered into an agreement dated (hereinafter called 'the said agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply stores/materials amounting to Rs on the terms and conditions contained in the said agreement.

It has been agreed that (..... percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs..... as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The (Name of the Bank) having its Office at..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be theday of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs..... or such lesser amount out of the said sum of Rs..... as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs..... has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and

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conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs or such lesser sum as may then be due to the Company out of the said advance of Rs and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs. only. The guarantee shall remain in force till the day of and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause. The Bank has under its constitution power to give this guarantee and (Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is as below

Name of Bank	State Bank of India	OR	Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

Dated this.....Day of.....20.....
Place.....

Signature of the authorized person
For and on behalf of the Bank

31/07/2020

MS
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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 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 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

"The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. And / or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

- i. The currency of contract will mean the period till completion of supply.
- ii. The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization, along with the offer.
- iii. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- iv. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization."

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NR
31/07/2020