


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/JHARKHAND COURT ONLY)

Ref. No.: BCCL/PUR/621099/Spares/ CK300 Shovel/CCL RC/21-22/13

Date: 19.01.2022

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- OEM

Sub: Supply of Spares (Tooth Point Set, Tooth Adopter & Cooler Motor) for CK 300 Shovel**Ref:**

- i) Rate Contract Ref no. CCL/GM(MM)/HEMM/RC/Sps of L&T CK300 Shovel/2019/120 Dtd 20.01.2020 of CCL in favour of M/s Larsen & Toubro Limited.
 ii) Your acceptance letter ref no. L&T/MARC/21-22/037 dated 06.01.2022

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL, hereby place order for **Supply of Spares (Tooth Point Set, Tooth Adopter & Cooler Motor) for CK 300 Shovel** at the following items Description, Part No, Rate, Value and Terms & Conditions: -

SI No.	CCL RC Item SL No.	CIL Material Code	Item Description	PART NO.	HSN Code	Unit Basic Rate (In Rs)	UOM	Quantity	Total Value (In Rs)
1	3	15555988924	Tooth Point Set (01 set consists of :- a.) Short Tip, K20204083 – 06 Nos. b.) Pin, P20127382 – 06 Nos. c.) Lock Washer, B20134730 – 06 Nos.	H30541155	84314930	24,706.00	SET	20	4, 94,120.00
2	4	15555989963	Tooth Adopter	J20204082	84314930	9,405.00	Nos.	30	2, 82,150.00
3	1	15555964715	Cooler Motor	V20143764	85011019	62,188.00	Nos.	6	3,73,128.00
Sub Total (In Rs.)									11, 49,398.00
GST Value @ 18 % (In Rs.)									2, 06,891.64
Total (In Rs.)									13, 56,289.64
MAKE: - L&T									

Total Rounded Off to Rs. 13, 56,290.00 (Rupees Thirteen Lakh Fifty-Six Thousand Two Hundred and Ninety only.)

19/01/22

19/01/2022

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. The firm shall be advised to raise Tax Invoice as per GST Act / rules, so as to avail Input Tax Credit by BCCL.</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 does not be able to avail Input Credit due to fault of the supplier then the loss amount to 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>
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. However, early supply is acceptable.
06	Fitment Guarantee certificate	You will furnish a Fitment Guarantee certificate along with the supply that the items supplied are exactly as per Part number / specification and shall fit & function properly on the equipment for which the items are meant for.
07	IDENTIFICATION MARK	The make / identification mark of the manufacturer must clearly be punched / engraved / embossed / Tagged (wherever Punching / embossing / engraving is not possible) on each of the item at a visible place which is not subject to normal wear and tear for convenience of identification at any time.
08	WARRANTY / GUARANTEE	<p>You have to submit an undertaking along with each lot of supply that you shall be responsible for manufacturer's warranty in respect of proper design, material, quality, workmanship and correctness of the parts and items shall have the following guarantee / Warranty parameters:</p> <p>For Item SL No. 1 (CCL RC Item SL No. 3): The items shall have a guarantee/warranty of 12 months / 100 Hours from the date of fitment on the equipment or 18 months from receipt and acceptance of material at consignee store, whichever is earlier.</p> <p>For Item SL No. 2 & 3 (CCL RC Item SL No. 4 & 1 respectively): The items shall have a guarantee/warranty of 12 months from the date of fitment on the equipment or 18 months from receipt and acceptance of material at consignee store, whichever is earlier.</p>
09	Warranty Replacement	You have to submit an undertaking along with each lot of supply, that the firm shall replace the defective material / pre-maturely failed material free of cost within 30 (thirty) days upon receipt of intimation, from the consignee, subject to acceptance during the normal joint inspection held between authorized representative of the firm and the concerned project / Area representative & on consignee store basis without any extra charge to BCCL on account of freight etc.
10	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
11	Security Deposit	Exempted being an OEM.
12	After Sales Service	The manufacturer / supplier should provide after sales & service support for the item supplied by them free of cost, as and when required.
13	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.
14	Consignee	Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad, Jharkhand.
15	Paying Authority	HOD(F) MM, PUR- FIN., BCCL, Dhanbad
16	Inspection	Final inspection shall be carried out at the consignee's end by representative of the GM (Excavation), BCCL after receipt of the material. Notice for inspection shall be given by the consignee immediately on receipt of the material.
17	Mode of Dispatch / Transportation	By Road on freight paid basis. It is incumbent on the supplier to transport the contracted materials/supplies through registered common carriers only and documentation should be done as per provision of the carriage by Road Act, 2007. Any transportation of goods through unregistered common carriers is illegal.
18	Inspection test clause	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. 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. 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. 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. v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
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: 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. 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. 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

19/01/22

19/01/2022

		his bid and state whether they have been taken into consideration in their quotations.
20	Price Certificate	You will have to certify on the body of each and every bill, that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organisation during the period of contract.
21	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.

All other remaining terms and conditions shall be applicable as per CCL Rate contract ref no.: CCL/GM(MM)/HEMM/RC/Sps of L&T CK300 Shovel/2019/120 Dtd 20.01.2020 of CCL in favour of M/s Larsen & Toubro Limited.

N.B: - This purchase order/ contract is issued with the approval of the Competent Authority.

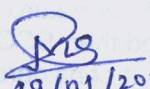
This contract is concluded with the issuance of this order. Supply Order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.


SAP PR, Indent Nos. & date: BCCL/EXC/INDENT/CK300/L&T/2022/180 dated 11.01.2022 of Excavation Dept., BCCL HQ, Registered vide IR no. 621099 Dtd 17.01.2022. Approved and released SAP PR Ref No. 1300017781.

Budget: Vide SAP PR Ref No. 1300017781 approved and released by D(T)OP, BCCL & SAP Purchase order Ref no. 5800056917.

Encl: ANNEXURE-I

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


19/01/2022
(Mayank Shekhar)
Asst. Manager (MM)


19/01/22
(B.B. Roy)
Chief Manager (Excv) MM

Copy to:

1. GM (Excv.) HOD, Koyla Bhawan
2. HOD (F) MM, Koyla Bhawan, BCCL, Dhanbad
3. Depot Officer, Central Store, Jealgora, BCCL, Dhanbad, Jharkhand
4. Tech. Cell. MM Divn. Koyla Bhawan
5. Office Copy/Master Copy
6. M/s Larsen & Toubro Limited, Plot No. 101/A (Oppo. Chowdhary Service Station), Dumurdaga P.O., Booti, Dist.: Ranchi – 835217 (Jharkhand)

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 is 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 Coa. 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."*

3/ 19/01/22  19/01/2022

**BHARAT COKING COAL LIMITED**

(A Subsidiary of Coal India Ltd.)

भारत कोकिंग कोल लिमिटेड

OFFICE OF CHAIRMAN-CUM-MANAGING-DIRECTOR

Bharat Coking Coal Limited,,

P.O - BCCL Township, Dist.-Dhanbad, Jharkhand, India-826005

**Coal India Limited**

A Maharatna Company

www.coalindia.in

Phone No:

Fax :

Website :

CIN : U10101JH1972GOI000918

Email :

GSTN : 20AAACB7934MFZB

Purchase Order No: 5800056917

PURCHASE ORDER

Document Date: Jan 19, 2022

To,

LARSEN AND TOUBRO LTD

DHANSAR

DHANBAD

DHANBAD

828106

Jharkhand

India

Department: MM

PCC BY REGD. POST/MAIL

E-Mail Address : ALOK.CHANDA@LARSENTOUBRO.COM

Telephone : 9431126326

GST No : 20AAACL0140P4ZU

Vendor Code : 0008890

Purchase order for supply of Spares (Tooth Point Set, Tooth Adopter & Cooler Motor) for CK 300 Shovel.
Ref:

i) Rate Contract Ref no. CCL/GM(MM)/HEMM/RC/Sps of L&T CK300 Shovel/2019/120 Dtd 20.01.2020 of CCL in favour of M/s Larsen & Toubro Limited.

ii) Your acceptance letter ref no. L&T/MARC/21-22/037 dated 06.01.2022

As per BCCL HQ PO Ref no. BCCL/PUR/621099/Spares/ CK300 Shovel/CCL RC/21-22/13 dated 19.01.2022

Item No	Material No.	Short Text	HSN/SAC	UOM	Quantity	Unit Price	Price (Rs)
10	4400232932	"SHORT TIP, PIN, LOCK WSHR"		EA	20.000	24706.00 INR	583061.60
Material Description :					Gross Price	494120.00	
					SGST%(9.00)	44470.80	
Part No. : H30541155					CGST%(9.00)	44470.80	
20	4400235884	OUT LET ADOPTOR		EA	30.000	9405.00 INR	332937.00
Material Description :					Gross Price	282150.00	
					SGST%(9.00)	25393.50	
Part No. : J20204082					CGST%(9.00)	25393.50	

31/01/22

19/01/2022

30	4400260709	COOLER MOTOR		EA	6.000	62188.00 INR	440291.04
Material Description :					Gross Price	373128.00	
Part No. : V20143764					SGST%(9.00)	33581.52	
					CGST%(9.00)	33581.52	
Total Net Value Exclusive of Tax						INR	1149398.00
Total Net Value Inclusive of Tax						INR	1356289.64
Amount in words:		Thirteen Lakh Fifty Six Thousand Two Hundred Eighty Nine Rupees And Sixty Four Paise Only					

General Terms and Conditions

As per BCCL HQ PO Ref no. BCCL/PUR/621099/Spares/ CK300 Shovel/CCL RC/21-22/13 dated 19.01.2022.

MS
19/01/2022

MS
19/01/2022

MS
19/01/2022