



Teelu Cell

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
(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Ref. No.: BCCL/Pur/615207/Spares/TWL3036/15-16/221

Dtd 08.02.2016

PURCHASE ORDER **REGD. POST/SPEED POST**

To,

M/s. Tata Hitachi Construction Machinery Company Private Limited

Ground Floor SHQ Building

Next to SBI Telco Campus Branch,

Telco Colony, Jamshedpur 831004

FAX: (0657 2285567)

Vendor Code: 1/22/M/T/050

Vendor Type: OEM

PAN NO: AAAC9077B

Sub: Supply of Spares for TWL 3036 Loader

Ref: i) Our tender no.: BCCL/Pur/615207/TWL3036/15-16/97 dtd 14.12.2015 opened on 25.12.2015

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares for TWL 3036 Loader of Block-II Area at the following items description, part no, rate, value and terms & conditions:-

NIT Sl. No.	Items Description & Mat. Code	Part No.	Qty (nos.)	Unit Quoted price(Rs)	Ext Value(Rs)
1	VIBRATION DAMPER MC:13619030059	WD00320 / WD01225	01	64267.00	64267.00
				Sub. Total	64267.00
				Packing & Forwarding Charges @2%	1285.34
				Total	65552.34
				VAT @14%	9177.33
				Grand Total	74729.67

Round of to Rs74730 .00

(Rupees Seventy Four Thousand Seven Hundred and Thirty Only)

TERMS & CONDITIONS

01	Price	Firm and FOR destination basis.
02	Packing & Forwarding	Packing & Forwarding charge@2% Extra.
	Frt. & Insurance	NIL
03	Excise Duty & Ed. Cess	At present ED@12.50% Inclusive. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit against documentary evidence as applicable at the time of delivery

AKS

M

05	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.
06	Delivery	Within Thirty days from the date of receipt of purchase order. Delivery shall be reckoned from the 10th day of issue of order.
07	Fitment Guarantee	The firm should give a guarantee of fitment of the item in TWL 3036 Payloader without any alteration i.e. addition or deletion. The item must be as per OEM design.
08	Logo	Items supplied will be embossed/identification tag of the firm, if any in a convenient place where there is no wear of the component.
09	Warranty	18 months from the date of delivery or 12 months from the date of fitment whichever is earlier. The firm shall replace the defective parts within 30 days of intimation by end user.
10	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
11	Security Deposit	Not applicable
12	After Sales Service	To be provided by the firm to end user.
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, Regional Stores, Block-II Area, BCCL, Dhanbad, Jharkhand
15	Paying Authority	HOD(F)MM, Pur-Fin , BCCL, Dhanbad
16	Inspection	By the representative of Consignee at Consignee's end.
17	Mode of Dispatch	By Road on freight paid basis.
18	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 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>
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

AUS

		<p>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>
20	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.
21	Integrity Pact	You have signed Integrity pact issued with NIT. Shri Naresh Chaturvedi, IAS (Retd.), CL-14, Sector-II, Salt lake, Kolkata- 700 091, will be independent external monitor against this contract/order.

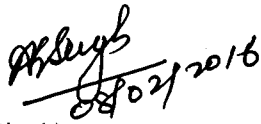
ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

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 failing which this order shall be deemed to have been accepted for execution.

Indent Nos. & date: BL-2/IND/0000429 dtd 11.03.2015 of BLOCK-II Area

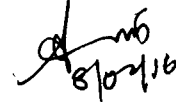
Budget certification No.: BCCL/HQ/Pur. Fin./ store Budget/Rev Budget/2012-13/HEMM spares/HQ Excv/400 dtd 09.11.2015 for Rs 74730.00 only & eBC-576 and FC no. BCCL/Pur-Fin/FC/392 dtd 04.02.2016 for Rs 74730.00 & e-FC no.574.

Encl: ANNEXURE-I


08/02/2016

(A.K.Singh)
Sub. Engineer (Excv)

Yours faithfully,


08/02/16

(A.D.SANTHISH)
Chief Manager (MM) Pur

- Copy to:-
1. GM (Excv.), Koyla Bhavan
 2. Depot officer, Regional Stores, Block-II Area, BCCL, Dhanbad, Jharkhand
 3. Area Manager (Excv), Block-II Area, BCCL, Dhanbad
 4. HOD (F) MM, Pur-Fin, BCCL, Dhanbad
 5. Tech. Cell. MM Divn. Koyla Bhavan
 6. Office Copy/Master Copy
 7. IEM: Shri Naresh Chaturvedi, IAS (Retd.), CL-14, Sector-II, Salt lake, Kolkata- 700 091