



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/619025/Spares/TWL 3036 PL/19-20/85

Date: 17.10.2019

PURCHASE ORDER

REGD. POST/SPEED POST

To,
M/s. Vedant Earthmovers
Arun Complex, Bypass Road
Post: Jhumritelaiya
Dist: Koderma, 825409
M- 7280002111/9204955140

Vendor Code: 1/20/D/S/002
Vendor Type: **Authorised dealer of OEM**
PAN NO: AANFV9011F
GSTIN: 20 AANFV9011F1ZD

Sub: Supply for spares of TWL 3036 Pay Loader of C.V. Area

- Ref: i) Our tender no.: BCCL/Pur/619025/Spares/TWL 3036 PAY LOADER/19-20/03,
dtd 28.06.2018 & opened on 22.07.2019
(ii) Tender Id no.: 2019_BCCL_143760_1
(iii) Your letter ref. no.: VEM/DHN/BCCL/PUR/619025/19-20/01 DT. 27.09.19

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of **spares of TWL 3036 Pay Loader of C.V. Area** at the following items description, part no, rate, value and terms & conditions: -

NIT SI No	Material Code	Description / PART NUMBER	HSN Code	UOM	Qty	Unit Basic Rate in Rs	Ext Value (Rs)
01	13619991573	CABLE CONNECTION / 6029017060	8544	Nos.	01	1,31,039.00	1,31,039.00
Sub Total							1,31,039.00
GST @ 18 %							23,587.02
Total Cost in Rs.							1,54,626.02
Total cost in Rs. (Rounded off.)							1,54,626.00

(Rs. One Lakhs Fifty-Four Thousand Six Hundred and Twenty-Six Only)

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TERMS & CONDITIONS

01	Price	Firm and FOR destination basis.
02	Packing & Forwarding, Frt. & Ins	NIL
03	GST	(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. (b) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit. (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. (d) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL. (e) E-Way bill, if required, shall be arranged by you. (NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).
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 60 Days from the date of placement of purchase order. Delivery shall be reckoned from the 10th day of issue of order.
06	Fitment Guarantee	The firm should give a guarantee of fitment of the item in TWL 3036 Pay Loader without any alteration i.e. addition or deletion. The item must be as per OEM design.
07	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.
08	Warranty	The firm shall furnish the manufacturer's composite guarantee of satisfactory performance of the same in all respect for 18 months from the date of receipt & acceptance of material with the consignee or mandatory scheduled/Expected working hour from the date of fitment whichever will occur earlier. The firm will identify such mandatory items and Ground Engagement Tools of tendered items indicating statutory/expected change intervals. If any defects are found due to faulty design, inferior quality of material or bad workmanship, the defective parts shall have to be replaced by the supplier free of cost within 30 days of such intimation by the end user
09	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
10	Security Deposit	The firm is required to deposit security money in the form of Bank Draft drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad, or by way of Bank Guarantee of any schedule Bank for 10% value of the order (value means F.O.R destination price) i.e. Rs. 15,463.00 within 15 days from the date of receipt of order. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. The BG for SD should be valid for three months beyond the delivery period.
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, Regional Stores, C.V. Area., BCCL, Dhanbad, Jharkhand
14	Paying Authority	HOD(F)MM, PUR- FIN., BCCL, Dhanbad

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15	Inspection	Final inspection shall be carried out at the consignee's end by representative of the GM (Excvt), 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 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>
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 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> <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>
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	Integrity Pact	<p>You have signed Integrity pact issued with NIT.</p> <p>1. Shri Aditya Prakash Mishra, IRSE (Retd.), Flat no: 24, Aster -1, Vatika City, Sohna Road, Sector – 49, Gurgaon-122003</p> <p>2. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301 will be independent external monitor against this contract/order.</p>
21	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.

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