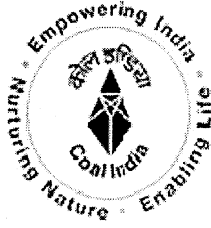


Tech. Cell



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005

GRAM ; KOKINGKOL
(Phone No. 0326 – 2230181
(Fax No. 0326 -2230183)

Ref. No. BCCL/Pur/615194/TWL3036/15-16/252

dtd 29.03.2016

PURCHASE ORDER
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

Sub: Supply of SPARES OF TWL3036 PAYLOADER

Ref: i) Our tender no. BCCL/PUR/615194/SPARES/TWL/15-16/90 dated 26.11.15 &
opened on 07.12.2015

ii) Your letter no. THCM/BCCL/PUR/615194/SPARES/TWL/15-16/90E dt 29.02.16;
THCM/BCCL/PUR/615194/SPARES/TWL/15-16/90D dt 08.02.16 &
THCM/BCCL/PUR/615194/SPARES/TWL/15-16/90C dtd 02.02.16

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for SPARES OF TWL3036 PAYLOADER at the following item description, part no, rate, value and terms & conditions:-

Sl. No.	DESCRIPTION/ PART NUMBER	Material Code	QTY (No)	Unit price (Rs)	Extended Value (Rs)
1	PROPELLER SHAFT / WE00164/ WC00164	13619991969	2	16616.00	33232.00
2	IGNITION SWITCH / TE04696/ TE09149	13604998943	4	1907.00	7628.00
3	LIGHT SWITCH / TE00237	13604999287	4	361.00	1444.00
4	FILTER / 501323154	13619990874	4	3600.00	14400.00
5	FILTER SUCTION / 4125320/ 4190987	13619111114	4	2124.00	8496.00
6	MOBIL FILTER / 252318130108	15511050359	6	364.00	2184.00
7	BREAK CHAMBER / 3238R2	15510220156	4	5763.00	23052.00

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8	DIAPHRAGM / 32007426/ 3200Z426	13619993589	4	445.00	1780.00
9	PROPELLER SHAFT / WB00237/ WB00137	13619993592	3	15968.00	47904.00
10	LOCKING PLATE / WB00298/ WE00298	13619993609	24	109.00	2616.00
11	HEX NUT / 120511699032/ 12051699023	13619993612	32	42.00	1344.00
12	NUT / J950012	15511022672	16	19.00	304.00
13	LOCK PLATE / WE00544	13619030308	8	42.00	336.00
14	HOSE / WE01040	13619992834	2	1571.00	3142.00
15	HOSE / WE01041	13619992846	2	1583.00	3166.00
16	HOSE / WE01042	13619992858	4	2000.00	8000.00
17	RANGE SELECTOR / 501210702/ 0501216209	13619992526	1	55961.00	55961.00
18	CABLE CONTROL / 6029017060	13619991573	1	118970.00	118970.00
19	CABLE CONTROL / 6029205416	13619991581	2	19782.00	39564.00
20	HOSE / WE01104	13619991285	4	4917.00	19668.00
21	HOSE / WE01103	13619991297	4	5213.00	20852.00
22	HOSE AIR FILTER / WE01060	13619991957	4	1877.00	7508.00
23	AIR PRE CLEANER / WD01000	13619992952	2	16807.00	33614.00
24	HOSE / WE01038	13619992814	2	2527.00	5054.00
25	HOSE / WE01039	13619992822	2	2553.00	5106.00
26	BOLT / J900825	13619991972	8	43.00	344.00
27	MASTER CYLINDER ASSY / WC00217/ WC00271	13619993624	4	7716.00	30864.00
28	BRAKE FLUID CONTAINER / 205043100104	13619992502	4	213.00	852.00

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29	HOSE / WD00446	13619993632	2	896.00	1792.00
30	HOSE / WE01088	13619991241	4	2545.00	10180.00
31	HOSE / 27755420000101/ 257554200101	13619993644	2	437.00	874.00
32	HOSE / WE01105	13619991317	2	3885.00	7770.00
				Sub total	5,18,001.00
				VAT@14%	72,520.14
				Total	5,90,521.14

Rounded off to **Rs 5,90,521.00**

TERMS & CONDITIONS:-

01	Price	Firm and FOR destination basis. (Packing, Forwarding, Frt. & Insurance –NIL)
02	Excise Duty & Ed. Cess	Inclusive@12.50%. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit.
03	VAT	Extra @ 14% as indicated above against VAT Invoice.
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	Delivery should be completed within 30 days from the date of receipt of order. Early supply will be appreciated. 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 the TWL 3036 Pay loader without any alteration, i.e. addition or deletion. The item must be as per design of OEM.
07	Logo	The make/ identification marks of the manufacturer must be clearly embossed/ engraved/ punched/ tagged (wherever embossing/ engraving/ punching 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	The firm shall be fully responsible for the manufactures' warranty in respect of proper design, quality and workmanship of the parts, the correctness of the parts and their proper fitment to the Pay loader, 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	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 59,052.00 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 month beyond the delivery period.
11	After Sales	The firm will extend after sales service to the end user.

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	Service	
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 Store, CV Area, BCCL, Dhanbad.
14	Paying Authority	HOD(F)MM, Purchase Finance Deptt., Koyla Bhawan, BCCL, Dhanbad
15	Inspection	By the representative of Consignee at Consignee's end.
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</p>

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		quotations.
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	You have signed Integrity pact issued with NIT. Prof. (Dr.) L.C. Singhi, IAS (Retd.), L-31, Third Floor, Kailash Colony, New Delhi- 110048, 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.


Indent Nos. & date:


Indent no: CVR/IND/0000192, dt. 15.5.15;
CVR/IND/0000189, dt. 15.5.15;
CVR/IND/0000188, dt. 15.5.15;
CVR/IND/0000191, dt. 15.5.15;
CVR/IND/0000190, dt. 15.5.15

Budget certification No. BCCL/HQ/Pur-Fin/Store Budget/Adv budget/15-16/HEMM SPARES/SWS/338 (HEMM SPARES) dated 30.09.15 for Rs 5,91,018.00 (eBC no 502) & FC no 430 (HEMM SPARES) dated 25.03.16 for Rs 5,90,521.00 (eFC no 665).

Encl: As above.

Yours faithfully,


(Saquib Aftab)
AM (MM)


(A .D. SATHISH)
Chief Manager (MM)

Copy to:-

1. GM (Excv.), Koyla Bhavan
2. HOD(F)MM, Koyla Bhawan, BCCL, Dhanbad
3. Depot Officer, Regional Stores, CV Area, BCCL, Dhanbad
4. Area Manager(Excv), CV Area, BCCL, Dhanbad
- ✓ 5. Tech. Cell. MM Divn. Koyla Bhavan
6. Office Copy/Master Copy
7. Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048