

## 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

Ref. No.: BCCL/ Pur/617177/Spares/RT-630C Crane/17-18/158

Dtd 22.03.2018

To, M/s. TIL Limited 1, Taratolla Road, Garden Reach Kolkata-700024 FAX: 033 24693731 PURCHASE ORDER
REGD. POST/SPEED POST
Vendor Code: 1/12/M/T/120 & 829950

Vendor type: OEM PAN no: AABCT0704G

GSTIN:19AABCT0704G1ZO

Sub: Supply of Spares for RT-630C Crane of Sijua Area.

Ref: i) Our tender no.: BCCL/Pur/617177/Spares/RT630C CRANE/17-18/72 dtd 19.01.2018 opened on 29.01.2018

(ii) Your letter ref. no.: ER:TIL:126 dtd 15.02.2018

(iii) Tender I D:2018\_BCCL\_92354\_1

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares suitable for RT630C Crane, sl. no.404324 of Sijua Area at the following items description, part no, rate, value and terms & conditions: -

SI. No.	Material Code	Description	PART NUMBER	HSN Code	Qty in no.	Unit Basic Rate in Rs	Ext Value (Rs)
1	10953993774	END TIE ROD (LH)	9049109727	7308	01	30750.00	30750.00
2	10953993762	END TIE ROD (RH)	9049109726	7308	01	30750.00	30750.00
						Sub Total	61500.00
	and the same of th					P & F charge@4%	2460.00
						Total	63960.00
						IGST@18%	11512.80
						Landed cost Rs.	75472.80

Rounded off to Rs75473.00 (Rupees Seventy-Five Thousand Four Hundred and Seventy-Three Only)

## **TERMS & CONDITIONS**

01	Price	Firm and FOR destination basis.
02		(a)GST shall be paid extra as legally applicable during the scheduled delivery
	GST	period. Present rate of GST is @18% & @28% as above.
	Acceptable of the control of the con	(b) The firm shall be advised to raise Tax Invoice as per GST Act / rules, so as to
	SV BURDON SI	avail Input Tax Credit by BCCL.
		(c) You have to ensure proper uploading in your return so that BCCL may be able
		to avail Input Tax Credit.
	Market Control	(d) If BCCL does not be able to avail Input Credit due to fault of the supplier then
	National Property and Control of	the loss amount to be recovered from the supplier.
	nd disciplativity was read and the state of	(e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.

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(NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).		T	(A E Was kill ic in 1 1 11 11	
your account).  Extra @4% on basic value  Frt. & Ins.  NIL  O4 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.  Within 30 days from the date of receipt of purchase order. The delivery date shall be reckneed from the 10% day of issue of the order. Earlier supply will be appreciated.  You should give a guarantee of Fitment of the item in the RT630C CRANE without any modification (deletions addition). Spares should be as per design of OEM  Item supplied will be embossed/dentification tag of the firm, if any in a convenient place where there is no wear of the component.  The firm shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of the parts, the correctness of the parts and their proper firment to the crane, 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. In case of premature failure the defective parts will be replaced free of cost within 30 days of receipt of intimation of the failure by end user.  Applicable as per Annexure-I(enclosed)  Not applicable  Security Deposit  After Sales Service  12 Submission of Bills  10 O6 value of bill duly stamped & pre-receipted in five copies as per terms of the order 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  14 Paying Authority  15 Inspection 16 Mode of Dispatch  17 Inspection 18 the representative of Consignee at Consignee's end.  19 By Road on freight paid basis.  17 Inspection 18 the representative of Consignee at Consignee's end.  19 By Road on freight paid basis.  18 the inspections and tests is 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 inspecto			(f) E-Way bill, if required, shall be arranged by you.	
Per   Extra @4% on basic value			(ND. Any increase in taxes & duties beyond the stipulated delivery period will be to	
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.  105 Delivery Within 30 days from the date of receipt of purchase order. The delivery date shall be reckoned from the 10th day of issue of the order. Earlier supply will be appreciated.  106 Fitment Guarantee  107 Logo Item supplied will be embossed/identification tag of the firm, if any in a convenient place where there is no wear of the component.  108 Warranty The firm shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of the parts, the correctness of the parts and their proper fitment to the crane, for a period of 12 months from the date of receipt at our store, whichever is earlier. In case of premature failure the defective parts will be replaced free of cost within 30 days of receipt of intimation of the failure by end user.  109 Price Fall & L.D. Clause  101 Security Deposit  110 After Sales Service  120 Submission of Bills Description of the firm to end user.  131 Consignee Depot officer, Regional Store, Sijua Area, BCCL, Dhanbad.  142 Paying Authority  153 Inspection By Road on freight paid basis.  154 Inspection By Road on freight paid basis.  155 Inspection By Road on freight paid basis.  156 Inspection test clause 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.  157 Inspection test clause 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.  158 If the inspections and tests is 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.  169 Inspection to the premises of the suppl	03	P&F,		
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purchaser may reject them and the supplier shall replace the rejected condornal				
I The sum of the sum o			purchaser may reject them and the supplier shall replace the rejected goods and	

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		make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
	degline e provincia	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
e James de Paris	of Control	representative's i.e. third party prior to the dispatch of the Goods.
and the second s	igen Communication of the Comm	v) Nothing in these documents shall in any way release the supplier from any
Milespendense	ing and a second	warranty or other obligations under this contract.
18	Force	If the execution of the contract/supply order is delayed beyond the period stipulated
PRODUNINA	majeure	in the contract/supply order as a result of out-break of hostilities, declaration of an
Daggiowensky	Clause	embargo/curfew or blockade or fire, flood, acts of nature or any other contingency
Dargeran		beyond the supplier's control due to act of God then BCCL may allow such
and the second s		additional time by extending the delivery period, as it considers to be justified by
and	er Europeanen	the circumstances of the case and its decision shall be final. If and when additional
and the section of	estilia-injure e	time is granted by BCCL the contract/supply order shall be read and understood as
* Investment of	T. A.	if it had contained from its inception the delivery date as extended. Further this
- Andrews		clause state that:
The state of the s		a) The successful bidder will, in the event of his having to resort to this clause by a
machanitism.		registered letter duly certified by the local Chamber of Commerce or statutory
The second secon		authority, the beginning and end of the causes of the delay, within fifteen days of
Allerinosteller	navy symptomic	the occurrence and cessation of such Force Majeure Conditions. In the event of
nie damente de la constante de		delay lasting out of Force Majeure, BCCL will reserve the right to cancel the
The state of the s		contract and provisions governing termination of contract, as stated in the bid
TO THE PERSON NAMED IN COLUMN		documents will apply.
A Secondary State	The second secon	b) For delays arising out of Force Majeure, the bidder will not claim extension in
And in case of the last of the		completion date for a period exceeding the period of delay attributable to the causes
ANTHARAGE		of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs
and the same	TO THE PROPERTY OF THE PROPERT	provided it is mutually established that Force Majeure Conditions did actually
The special state of the speci		exists.
and services of	agranocoma d.	c) If any of the force Majeure conditions exists in the place of operation of the
And the second s		bidder even at the time of submission of bid, he will categorically specify them in
Comment of the Commen		his bid and state whether they have been taken into consideration in their
		quotations.
19	Price	The Firm will certify on their Bills that the prices charged to BCCL are lowest and
	certificate	same as charged to other CIL subsidiaries/Govt. Under Taking/ Deptt and others.
20	Integrity	You have signed Integrity pact issued with NIT., Prof. (Dr.) L.C. Singhi, IAS
The Contract of the Contract o	Pact	(Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048 & Shri Pramod
PACKET I THE PACKET IN THE PAC		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
21		contract/order.
21	Jurisdiction	All disputes will have jurisdiction of Dhanbad Court and Jharkhand High Court
		only. All other terms and conditions would be applicable as per NIT

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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 no.: (i) SIJ/IND/0001848 dtd 08.10.2017 (IR no. 617177 dtd 11.01.2018)

Budget certification no. & date: BCCL/HQ/Pur. - Fin./Store Budget/Advance Action/Rev. Bud/2017-18/HEMM Spares/HQ Excv/354 dtd 20.12.2017 for Rs.76924.00 & eBC-495 and FC no.326 dtd 20.03.2018 for Rs75473.00 & e-FC NO.:455

Encl: ANNEXTURE-I

(A.K. Singh) Sub. Engr (Excv) Yours faithfully,

(N S Saini) General Manager (MM)

Copy to:-

1.GM (Excv.), Koyla Bhavan

2.HOD (F)MM, Pur-Fin, BCCL, Koyla Bhayan

3. Area Manager(EXCV), Sijua Area, BCCL, Dhanbad

4.Depot Officer, Regional Store, Sijua Area, BCCL, Dhanbad

5. Tech. Cell. MM Divn. Koyla Bhavan

6.Office Copy / Master Copy

Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048
 Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24
 Sector-62, Noida (UP)- 201 301

## 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

i)The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offers to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM),Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

Also