

**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/616131/Spares/RT-630C Crane/17-18/26

dtd 26.06.2017

PURCHASE ORDER

TO,

M/s. TIL Limited

1, Taratolla Road, Garden Reach

Kolkata-700024

FAX: 033 24693731

Vendor Code: 1/12/M/T/120 & 829950

Vendor type: OEM

PAN no: AABCT0704G

Sub: Supply of Spares for RT-630C Crane

Ref: (i) Tender No.: BCCL/Pur/616131/Spares/RT-630C Crane/16-17/36 dtd 16.11.2016

Opened on 25.11.2016

(ii) Tender TD no.:2016_BCCL_53875_1

Dear Sir,

With reference to above, we, for and on behalf of BCCL, hereby place order for supply of Spares for TIL make crane model-RT-630C Crane sl. no.-405408 for Govindpur Area as detailed hereunder:

Sl. No.	Description / Mat. Code	PART NUMBER	Qty in no.	Basic Rate in Rs	Price on which ED of 12.50% calculated [Basic +P&F]	ED amount (CENVAT credit)	Basic +ED	Ext Value (Rs)
1	SEAL / 10952990366	9049112781	02	9016.00	9376.64	1172.08	10180.08	20376.16
2	JOINT ASSY. RH / 10952990421	9049111756	01	596370.00	620224.80	77528.10	673898.10	673898.10
							Sub Total	694274.26
							P&F charge @4% of basic value	24576.08
							Total	718850.34
							ADD: CST@ 2%	14377.00
							Landed cost Rs.	733227.34

Rounded off to Rs733227.00 (Rupees Seven Lakh Thirty-Three Thousand Two Hundred and Twenty-Seven Only)

Terms & Conditions: -

01	Price	Firm & FOR destination.
02	ED & Ed Cess	Extra as applicable at the time of delivery within stipulated delivery period as indicated above. Present rate is 12.50%, the excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit.
03	Sales Tax	CST as applicable within delivery period; Present rate @2% against C-Form. Form C will be provided by Consignee
04	Payment	100 % payment within 21 days after receipt & acceptance of materials or at consignee's end or from the date of receipt of Bill whichever is later by the consignee.

05	Pkg. & Fwd.,	Applicable Extra @4% on basic value.
06	Fr. & Ins.	NIL
07	Delivery	To deliver the materials to consignee end within 28 days from the date of issue of order. Delivery shall be reckoned from the 10th day of issue of order.
08	Warranty	For a period of 12 months from the date of fitment or 18 months from the date of supply whichever is earlier. In case of failure the defective parts will be replaced free of cost within 30 days of intimation.
09	Price Fall & L.D.	As per Annexure-I enclosed.
10	Logo/ identification	Items supplied will be embossed logo /identification tag of the firm preferably at a non-wearing surface.
11	After Sales Service	You shall provide after sales service to the end user if required
12	Fitment Guarantee	The firm will submit a Certificate of Fitment Guarantee that material will be fitted in the RT-630C Crane without any alteration (deletion/addition). The item must be as per design of OEM.
13	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. Rs73330.00 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.
14	Consignee	Depot officer, Regional Store, Govindpur Area, BCCL, Dhanbad
15	Paying Authority	HOD (F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
16	Inspection	By the representative of Consignee at Consignee's end.
17	Mode of Dispatch	By Road on freight paid basis.
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>

Abhishek

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19	Integrity pact	You have signed Integrity pact issued with NIT. IEM: Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048, Will be independent external monitor against it.
20	Price certificate	The Firm will certify on their Bills that the price charged to BCCL is lowest and are same as charged to other Govt. organization/PSU including subsidiary of CIL & DGS&D and others.
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.


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. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from failing which it will be presumed that the order has been accepted by you.


Indent Ref: GOV/IND/0002292 Dtd 17.06.2016 (IR No.616131dtd 12.11.2016)

Budget certification No. & date: BCCL/HQ/Pur. Fin./store Budget/Adv.-Action/Rev. Bud/2017-18/HEMM spares/HQ Excv/105 dtd 24.06.2017 for Rs733227.00 & e-BC-144 and FC no.: BCCL/Pur-Fin/FC/64 dtd 26.06.2017 for Rs733227.00 & e-FC no.:106

Encl: Annexure-I & SD BG Format

yours faithfully,


(A. K. SINGH)
Sub. Engr. (Excv)


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

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

PENALTY FOR FAILURE TO SUPPLY IN TIME

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 in 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 encash 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 supplier 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 sells the stores of identical description to any other organization till validity of the contract.*
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells 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.*

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Appendix-I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.

Koyla Bhawan

Koyla Nagar

Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. (Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/ Kolkata will be as under.

Name of the Bank:

Name of the Branch:

Location & Address:

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode is furnished below:

Name of Bank : State Bank of India

OR

Name of Bank : ICICI Bank

Branch name : Main Branch

Branch name : ICICI Bank, Dhanbad

Dhanbad

A/C no. : 019605001057

A/C no. : 35160317947

IFSC Code : ICIC0000196

IFSC Code : SBIN0000066

Dated-----day of -----

For-----Bank Limited

Signature of the authorized person

For and on behalf of the Bank

Emp. Code:

