



## 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/618025/618061/Spares/ACE Crane/19-20/33

Dtd 15.07.2019

REGD. POST/SPEED POST

### PURCHASE ORDER

To  
M/s. Coral Sales Pvt. Ltd,  
108 Sahil Tower, New Layout,  
PO-Agrico, P.S. Sitaramdera, Agrico,  
Jamshedpur -831009

Vendor Code: 1/22/D/T/518 & 935475

Vendor Type: OEM

PAN no.: AADCC3326M

**Sub:** Supply of Spares for ACE 90Crane of Barora Area & Block-II Area

Ref: (i) Our tender no.: BCCL/ Pur/618025/618061/Spares/ACE Crane /18-19/16 dtd. 10.10.18,  
Opened on 26.10.2018

(ii) Tender Id no.: 2018\_BCCL\_117195\_1

(iii) Your Bid Id: 344850

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares suitable for ACE Crane, model-RHINO90C, of Barora Area & Block-II Area at the following items description, part no, rate, value and terms & conditions: -

NIT Item Sl. No.	Item Description / Part number	HSN Code	Unit Basic Price (In Rs)	Qty	Unit	Ext. Value (In Rs)	GST (In %)	GST Value
1	FAN / ABWPA2100000	8414	1224.30	1	NO.	1224.30	28%	342.80
2	REPAIR KIT / ABCDRK000000	8206	2567.45	1	NO.	2567.45	18%	462.14
3	WATER PUMP ASSY / ABWPA0100000	8413	4603.04	1	NO.	4603.04	18%	828.55
4	OIL SEAL / 100084400800	4016	124.62	2	NO.	249.24	28%	69.79
5	OIL SEAL / 100084400300	4016	109.05	2	NO.	218.10	28%	61.07
6	REAR VIEW MIRROR / 101026640300	7009	306.68	1	NO.	306.68	28%	85.87

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NIT Item Sl. No.	Item Description / Part number	HSN Code	Unit Basic Price (In Rs)	Qty	Unit	Ext. Value (In Rs)	GST (In %)	GST Value
7	HORN 12V / 941700000000	8512	493.34	1	NO.	493.34	28%	138.14
8	IGNITION SWITCH / 101074000000	7318	437.35	1	NO.	437.35	18%	78.72
9	OIL PR. GAUGE 12V / 944100000900	9026	808.03	1	NO.	808.03	18%	145.45
10	WATER TEMP GAUGE / 101074401000	9026	1056.05	1	NO.	1056.05	18%	190.09
11	AIR PR. GAUGE / 944100001100	9026	800.01	1	NO.	800.01	18%	144.00
12	AMPERE METER / 101074401200	9028	527.11	1	NO.	527.11	18%	94.88
13	RPM CABLE / 101074404800	8708	260.39	1	NO.	260.39	18%	46.87
14	CABLE STOP CONTROL / ABE560000000	8708	1133.40	1	NO.	1133.40	18%	204.01
15	RPM METER / 101074401400	9026	927.55	1	NO.	927.55	18%	166.96
16	STARTER SWITCH / 101074401700	8512	154.62	1	NO.	154.62	18%	27.83
17	FAN 12V / 941900000100	8414	2333.40	1	NO.	2333.40	28%	653.35
18	FRONT PARKING & TRAFFICATOR LIGHT / 101074402700	8512	541.01	2	NO.	1082.02	28%	302.97
19	LAMP ASSY / 101074401900	8539	706.69	2	NO.	1413.38	28%	395.75
20	CABIN LIGHT / 101074402000	8512	337.27	2	NO.	674.54	18%	121.42
21	HEAD LAMP ASSY / 101074403000	8512	967.80	2	NO.	1935.60	28%	541.97
22	RADIATOR COMPLETE / 101035100100	8431	11925.06	1	NO.	11925.06	18%	2146.51
23	V BELT / A44-ABEDA/1700000	4009	272.52	3	NO.	817.56	18%	147.16
24	H P HOSE / 101243401700	8431	1184.15	4	NO.	4736.60	18%	852.59
25	PUMP COUPLING ASSY / 101086100100	8483	4245.48	1	NO.	4245.48	28%	1188.73
26	FILTER KIT / SIMDF034068	8421	453.86	5	NO.	2269.30	18%	408.47
27	FILTER ELEMENT / ABHOF0400000	3921	760.03	5	NO.	3800.15	18%	684.03

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NIT Item Sl. No.	Item Description / Part number	HSN Code	Unit Basic Price (In Rs)	Qty	Unit	Ext. Value (In Rs)	GST (In %)	GST Value
28	HYDRAULIC STRAINER / 922100000200	8421	1155.46	5	NO .	5777.30	18%	1039.91
29	H.P.HOSE / APHCW3000000	8431	700.00	4	NO .	2800.00	18%	504.00
30	MASTER CYLINDER / 927000018600	8708	2717.41	1	NO .	2717.41	28%	760.87
31	HOOK WITH NUT / AMPBA1100000	7326	6480.21	1	NO .	6480.21	18%	1166.44
32	HOSE 600MM / 911201250600	4016	2391.48	6	NO .	14348.88	28%	4017.69
33	HOSE 1000MM / 911201251000	4016	2870.00	2	NO .	5740.00	28%	1607.20
34	RUBBER HOSE ELBOW / 101031401300	4009	652.41	1	NO .	652.41	18%	117.43
35	DRIVER SEAT / 936100000900	8708	11301.69	1	NO .	11301.69	18%	2034.30
36	WIRE ROPE (li Mtrs) / ABWA2500A000	8431	251.61	55	Mtrs.	13838.55	18%	2490.94
37	WHEEL BRAKE CYLINDER / 927000001900	8708	2354.74	2	NO .	4709.48	28%	1318.65
38	PULLEY PIN / 101221206300	8431	1242.78	2	NO .	2485.56	18%	447.40
39	PULLEY / 101221206000	8431	2046.08	5	NO .	10230.40	18%	1841.47
40	MASTER CYL. KIT / AFBC00C10000	8431	1786.72	1	NO .	1786.72	18%	321.61
41	REP. KIT UNLOADER / ABUVARK- 00000	7318	549.36	1	NO .	549.36	18%	98.88
42	L.P.HOSE / 911201062800	4016	2700.00	2	NO .	5400.00	28%	1512.00
43	HORN BUTTON / 101074400400	8512	66.95	1	NO .	66.95	28%	18.75
44	PU TUBE ASSY / AMPBC2709000	8431	1066.71	2	NO .	2133.42	18%	384.02
45	RUBBER PAD RADIATOR / 101035401900	4009	20.29	4	NO .	81.16	18%	14.61
46	ACCELERATION FOOT / AFFAA0109000	8431	143.40	1	NO .	143.40	18%	25.81
47	THROTTLE CABLE / 101051400500	8536	1588.41	1	NO .	1588.41	28%	444.75
48	HOSE BYPASS / ABWPA1700000	4009	126.60	1	NO .	126.60	18%	22.79
49	HOSE WATER PUMP / ABWPA1500000	4009	261.31	1	NO .	261.31	18%	47.04
50	RUBBER HOSE / 101035400600	4009	405.79	1	NO .	405.79	18%	73.04
51	RUBBER HOSE / 101035400900	4009	291.74	1	NO .	291.74	18%	52.51
52	W CLAMP / 101244300200	8425	42.44	4	NO .	169.76	18%	30.56
53	RUBBER HOSE ELBOW / 101031401300	4009	652.41	1	NO .	652.41	18%	117.43
54	FUEL PIPE / 101034400300	4009	143.20	2	NO .	286.40	18%	51.55
55	FLEXIBLE PIPE FUEL / 101034400900	4009	95.21	1	NO .	95.21	18%	17.14
56	FUEL TANK TO FEED PUMP / 101034401800	4009	113.47	1	NO .	113.47	18%	20.42
57	BENJO BOLT M14X1.5 / 901131430000	7318	39.78	6	NO .	238.68	18%	42.96
58	GASKET / 100083302500	6812	419.34	1	NO .	419.34	28%	117.42

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NIT Item Sl. No.	Item Description / Part number	HSN Code	Unit Basic Price (In Rs)	Qty	Unit	Ext. Value (In Rs)	GST (In %)	GST Value
59	HIGH/LOW LEVER / 101053300800	8425	382.70	1	NO .	382.70	18%	68.89
60	HEX BOLT / 901101632120	7318	66.29	16	NO .	1060.64	18%	190.92
61	FLANGED HEX NUT / 901751610000	7318	66.29	16	NO .	1060.64	18%	190.92
62	CLUTCH PR. BEARING / 1000B1206100	8483	2159.51	1	NO .	2159.51	18%	388.71
63	P U TUBE / ABPBC1009000	8431	397.84	2	NO .	795.68	18%	143.22
64	P U TUBE / ABPBC4109000	8431	534.38	2	NO .	1068.76	18%	192.38
65	COVER DRAIN / ABAPBC320000	8206	225.43	2	NO .	450.86	18%	81.15
66	H.P. HOSE / APHCLE1510A0	4016	1469.19	2	NO .	2938.38	28%	822.75
67	SUCTION HOSE / APHCN0300000	8431	580.00	1	NO .	580.00	18%	104.40
68	HOSE 1200 MM / 911201251200	8431	3074.18	2	NO .	6148.36	18%	1106.70
69	H.P.HOSE / 911002120940	4016	1657.56	4	NO .	6630.24	28%	1856.47
70	SCILENCER PIPE / 101233300100	8481	1164.00	1	NO .	1164.00	18%	209.52
71	SCILENCER ASSY / 101233300200	8708	1405.00	1	NO .	1405.00	28%	393.40
72	BRAKE HOSE / APFBCD010000	8431	601.55	1	NO .	601.55	18%	108.28
73	MASTER CYLINDER TEE / ABFBCD070000	8431	190.96	2	NO .	381.92	18%	68.75
74	BRAKE FLUID / 101285427500	8431	278.72	2	NO .	557.44	18%	100.34
75	BUNDY TUBE 900 MM / 101293428600	4009	267.86	1	NO .	267.86	18%	48.21
76	H.P.HOSE / 101243401700	8431	1007.79	4	NO .	4031.16	18%	725.61
77	REPAIR KIT / ABARCK0000	7318	641.80	1	NO .	641.80	18%	115.52
78	AIR CYL ASSY / 927000016600	8421	8255.96	1	NO .	8255.96	18%	1486.07
79	UNLOADING VALVE WITH TYRE INFLATOR / 927000019100	8708	2691.85	1	NO .	2691.85	18%	484.53
80	REP KIT FOR BRAKE / ABBVRK000000	7318	1633.69	1	NO .	1633.69	18%	294.06
81	FUEL TANK CAP WITH LOCK / 300134400300	8708	332.94	2	NO .	665.88	18%	119.86
82	WASHER PLAIN / 901602400000	8431	16.46	20	NO .	329.20	18%	59.26
83	HAND BRAKE COMPLETE / 102055301000	8431	14555.00	1	NO .	14555.00	18%	2619.90
84	PRESSURE PLATE 11 INCH / 101084400100	8708	5314.83	2	NO .	10629.66	18%	1913.34
85	CLUTCH PLATE 11 DISC / 101084400200	8708	3583.63	2	NO .	7167.26	18%	1290.11
86	CLUTCH RELEASE BEARING / 100081206100	8483	2159.51	2	NO .	4319.02	18%	777.42
87	WIRE ROPE 13MM / ABWA2500A000	8431	251.61	55	Mtrs.	13838.55	18%	2490.94

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NIT Item Sl. No.	Item Description / Part number	HSN Code	Unit Basic Price (In Rs)	Qty	Unit	Ext. Value (In Rs)	GST (In %)	GST Value
88	FILTER ELEMENT / ABHOF0400A00	3921	706.83	4	NO .	2827.32	18%	508.92
89	HYD. STAINER / 922100000200	8421	1155.46	4	NO .	4621.84	18%	831.93
90	FUEL FILTER ELEMENT / ABDFEK000000	3921	280.27	6	NO .	1681.62	18%	302.69
91	OIL FILTER / JX85100C0000	8431	520.83	6	NO .	3124.98	18%	562.50
92	A FRAME PIN / 101213201600	8431	691.94	2	NO .	1383.88	18%	249.10
93	BUSH FOR A FRAME / 101213200300	3916	458.81	2	NO .	917.62	18%	165.17
94	BUSH NYLON / 101213200600	3916	265.36	2	NO .	530.72	18%	95.53
95	CRADLE PIN / 101213200700	8431	396.83	2	NO .	793.66	18%	142.86
96	MASTER CYL. COMPLETE / 927000018600	8708	2717.41	1	NO .	2717.41	28%	760.87
97	BOWEL BRAKE FLUID / 101285427500	8431	278.72	1	NO .	278.72	18%	50.17
98	REP KIT AIR CYLINDER / 927000016700	8431	645.35	1	NO .	645.35	18%	116.16
99	UNLOADING VALVE WITH TYRE INFLATOR / 927000019100	8708	2691.85	1	NO .	2691.85	18%	484.53
100	SINGLE BRAKE VALVE / 101344100100	8708	11779.26	1	NO .	11779.26	18%	2120.27
101	BRAKE ASSY COMPLETE / 101285427900	8708	14901.82	2	NO .	29803.64	18%	5364.66
102	WHEEL BRAKE CYLINDER / 927000001900	8708	2354.74	2	NO .	4709.48	18%	847.71
103	SLAVE CYLINDER ASSY / 101055402100	8708	2063.44	2	NO .	4126.88	18%	742.84
104	BRAKE LINER ASSY / 100085401100	8708	1434.72	2	NO .	2869.44	18%	516.50
105	CLUTCH ACC GUIDE / 100082300100	7419	685.35	1	NO .	685.35	18%	123.36
106	SHIFTER ROD HI-LOW / 100081200900	8431	410.69	1	NO .	410.69	18%	73.92
107	THROTTLE CABLE / 101051400500	8536	1588.40	1	NO .	1588.40	28%	444.75
108	TIE BOLT / 101291300800	8431	1216.05	1	NO .	1216.05	18%	218.89
109	BUSH / 101011400400	8431	439.34	1	NO .	439.34	18%	79.08
110	THRUST BEARING / 101291400400	8482	806.05	1	NO .	806.05	18%	145.09
111	BEARING CUP / 101291400500	8431	1002.70	1	NO .	1002.70	18%	180.49
112	TIE BOLT SPRING / 101291400900	7320	1562.72	1	NO .	1562.72	18%	281.29
SUB TOTAL						326,519.31		
GST Value						65,150.62		
TOTAL						391,669.93		

Rounded off to Rs 3, 91, 670.00

(Rs. Three Lakh Ninety-One Thousand Six Hundred and Seventy Only)

21/12/19

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## TERMS & CONDITIONS

01	Price	Firm and FOR destination basis.
02	Packing & Forwarding, Frt. & Ins	NIL
03	GST	<p>(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST is @ 18% &amp; 28% 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.</p> <p>(b) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.</p> <p>(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.</p> <p>(d) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.</p> <p>(e) E-Way bill, if required, shall be arranged by you.</p> <p>(NB: Any increase in taxes &amp; duties beyond the stipulated delivery period will be to your account).</p>
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 <b>30 Days</b> 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 for fitment of the supplied parts in above mentioned machines without any alteration i.e. addition or deletion. The item must be as per design of OEM.
07	MANUFACTURER IDENTIFICATION MARK / LOGO EMBOSSING	They should confirm that the items supplied by them will be engraved / embossed with their manufacturer's identification mark / logo, preferably at a non-wearing surface. In case if embossing/engraving is not possible, the supplied item should be properly tagged for proper identification
08	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 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 60 days of receipt of intimation of the failure by 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. <b>Rs. 39,167.00</b> 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 free services 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.

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	Consignee	<p><b>1.) Depot Officer, Regional store, Barora Area, BCCL, Dhanbad, Jharkhand. (For item Sl. No 01 to 82)</b></p> <p><b>2.) Depot Officer, Regional store, Block-II Area, BCCL, Dhanbad, Jharkhand. (For item Sl. No 83 to 112)</b></p>
14	Paying Authority	<b>HOD(F)MM, PUR- FIN., BCCL, Dhanbad</b>
15	Inspection	Final inspection shall be carried out at the consignee's end by representative of the GM (Excavation), 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.

15/7/19

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20	Integrity Pact	You have signed Integrity pact issued with NIT, 1. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301 2. Shri Aditya Prakash Mishra, IRSE (Retd.), Flat no: 24, Aster -1, Vatika City, Sohna Road, Sector – 49, Gurgaon-122003 will be independent external monitor against this contract/order.
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. 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:**(1) BAR/IND/0001197 dated 04.07.17 of Barora Area & (2) BL2/IND/0001510 dated 08.11.17 of Block-II Area  
BCCL, IR no. 618025 (18-19) dated 13.07.2018 & 618061 (18-19) dated 20.07.2018

**Budget certification No.:** BCCL/HQ/PUR FIN/ADVANCE ACTION/REV BUD/19-20 HEMM SPARES/EXCV/86 dtd 18.06.2019 for Rs 03,91,670.00 only & eBC-145 dtd. 19.06.2019 and FC no. 72 dtd 12.07.2019 for Rs 03,91,670.00. & e-FC-134 dtd. 12.07.2019

Encl: ANNEXURE-I & Appendix-I

Yours faithfully,  
For & on behalf of Bharat Coking Coal Ltd

  
15/07/2019  
(Mayank Shekhar)  
MT(MM)

  
15/07/19  
(B.B. Roy)  
Sr. Manager (Excv) MM

Copy to:

1. GM (Excv.) HOD, Koyla Bhavan
2. HOD (F)MM, Koyla Bhawan, BCCL, Dhanbad
3. Depot officer, Regional Store, Barora/Block-II Area, BCCL, Dhanbad
4. Area Manager (Excv), Barora/Block-II Area, BCCL, Dhanbad
5. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301
6. Shri Aditya Prakash Mishra, IRSE (Retd.), Flat no: 24, Aster -1, Vatika City, Sohna Road, Sector – 49, Gurgaon-122003
7. Tech. Cell. MM Divn. Koyla Bhavan
8. Office Copy/Master Copy



## ANNEXURE-I

### 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

The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

21  
15/2/19

MR  
15/07/2019



## 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

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN0000066 OR

Name of Bank : ICICI Bank

Branch name : ICICI Bank, Dhanbad

A/C no. : 019605001057

IFSC Code : ICIC0000196

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

For-----Bank Limited

Signature of the authorized person

For and on behalf of the Bank

Emp. Code

15/07/2019

15/07/2019