



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/616010/Spares/TWL3036/16-17/57

Dtd 18.07.2016

PURCHASE ORDER
REGD. POST/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
PAN NO: AAAC9077B

Sub: Supply of Spares for TWL 3036 Loader of Barora Area

Ref: i) Our tender no.: BCCL/Pur/616010/TWL3036/16-17/04 dtd. 09.05.2016 opened on 18.05.2016

(ii) Bid ID no.: 38430

(iii) Tender ID no.: 2016_BCCL_37473_1

Dear Sirs,

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

NIT Sl. No.	Items Description	Part No.	Qty (nos.)	Unit Quoted price(Rs)	Ext Value(Rs).
1	QUICK RELEASE VALVE	263242910165 / 263242900165	02	1598.00	3196.00
2	UNLOADER VALVE	257643100143	01	1855.00	1855.00
3	MASTER CYLINDER	WC00271	02	7716.00	15432.00
4	KIT SEAL	WE00742/WD01234	02	405.00	810.00
5	HAND BRAKE VALVE	257342420118	01	1748.00	1748.00
6	THROTTLE VALVE	WB00012	01	7986.00	7986.00
7	KIT SEAL	257442420137 / MPS31/57	01	1412.00	1412.00
8	REPAIR KIT	257442410105	01	2361.00	2361.00
9	SPRING BRAKE CHAMBER	257642410101	01	8533.00	8533.00
10	FUEL FILTER	0004773115	04	216.00	864.00
11	FILTER ELEMENT STAGE-2	0004770015J	04	179.00	716.00
12	A C ELEMENT OUTER	TE01870	02	2007.00	4014.00
13	A C ELEMENT INNER	TE01871	02	535.00	1070.00
14	TRANS. FILTER	0750131061 /	02	3600.00	7200.00

		0501323154/ 0501333764			
				Sub. Total	57197.00
				VAT@14%	8007.58
				TOTAL	65204.58

Round of to **Rs65205.00**
(Rupees Sixty-Five Thousand Two Hundred and Five Only)

TERMS & CONDITIONS

01	Price	Firm and FOR destination basis.
02	Packing & Forwarding, Frt. & Ins	NIL
03	Excise Duty & Ed. Cess	At present ED@12.50% Inclusive. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit against documentary evidence as applicable at the time of delivery
04	Sales Tax	JVAT applicable @14% Extra.
05	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.
06	Delivery	Within Thirty days from the date of receipt of purchase order. Delivery shall be reckoned from the 10th day of issue of order.
07	Fitment Guarantee	The firm should give a guarantee of fitment of the item in TWL 3036 Payloader without any alteration i.e. addition or deletion. The item must be as per OEM design.
08	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.
09	Warranty	18 months from the date of delivery or 12 months from the date of fitment whichever is earlier. The firm shall replace the defective parts within 30 days of intimation by end user.
10	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
11	Security Deposit	Not applicable.
12	After Sales Service	To be provided by the firm to end user.
13	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
14	Consignee	Depot officer, Regional Stores, Barora Area, BCCL, Dhanbad, Jharkhand
15	Paying Authority	HOD(F)MM, Pur-Fin , BCCL, Dhanbad
16	Inspection	By the representative of Consignee at Consignee's end.
17	Mode of Dispatch	By Road on freight paid basis.
18	Inspection test clause	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

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		<p>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>
19	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>
20	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.
21	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.
22	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High Court only.

Handwritten signature/initials

Handwritten signature/initials

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.

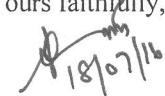
This contract is concluded with the issuance of this order. Supply Order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.

Indent Nos. & date: BAR/IND/0000436 dtd 03.09.2015 & BAR/IND/0000432 dtd 01.09.2015 of Barora Area, IR no. 616010(16-17) dtd 30.04.2016

Budget certification No.: BCCL/HQ/Pur. Fin./ store Budget/Adv.-Action/2016-17/HEMM spares/HQ Excv/03 dtd 06.04.2016 for Rs66341.00 & e-BC-04 and FC no.: BCCL/Pur-Fin/FC/78 dtd 12.07.2016 for Rs 65205.00 & e-FC no.:144

Encl: ANNEXURE-I & II


18/07/2016
(A.K.Singh)
Sub. Engineer (Excv)

Yours faithfully,

18/07/16
(A.D.SANTHISH)
Chief Manager (MM) Pur

- Copy to:-1. GM (Excv.), Koyla Bhavan
2. Depot officer, Regional Stores, Barora Area, BCCL, Dhanbad, Jharkhand
3. Area Manager(Excv), Barora Area, BCCL, Dhanbad
4. HOD(E)MM, Pur-Fin, BCCL, Dhanbad
✓ 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 / 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 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 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 offer 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.

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ANNEXURE-II

MATERIAL CODE:

NIT Sl. No.	Items Description	Part No.	Material Code
1	QUICK RELEASE VALVE	263242910165 / 263242900165	13619990349
2	UNLOADER VALVE	257643100143	13619990337
3	MASTER CYLINDER	WC00271	13619990234
4	KIT SEAL	WE00742/WD01234	13619990222
5	HAND BRAKE VALVE	257342420118	13619992368
6	THROTTLE VALVE	WB00012	13619130669
7	KIT SEAL	257442420137 / MPS31/57	13619990364
8	REPAIR KIT	257442410105	13619140961
9	SPRING BRAKE CHAMBER	257642410101	13619991482
10	FUEL FILTER	0004773115	15511050335
11	FILTER ELEMENT STAGE-2	0004770015J	15511050347
12	A C ELEMENT OUTER	TE01870	15511010775
13	A C ELEMENT INNER	TE01871	15511010787
14	TRANS. FILTER	0750131061 / 0501323154/ 0501333764	13619990044

Abhishek
18/07/2016

g. m.
18/07/16