

Tech. Cell

Ref. No. Pur/613028/Spares/EX 350/13-14/ 88

dtd 26.07.2013



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. Pur/613028/Spares/EX 350/13-14/ 88

dtd 26.07.2013

PURCHASE ORDER
REGD. POST/SPEED POST

To,
M/s. Tata Hitachi Construction Machinery Company Limited
Branch Office, Ground Floor SHQ Building
Next to SBI Telco Campus Branch,
Telco Colony,
Jamshedpur: 831004

Vender Code:1/22/M/T/050
Vendor Type : OEM

FAX: 0657 -2285567

Sub: Supply of Spares for EX 350 Shovel

Ref: i) Pur/613028/Spares/EX350/2013-14/12 dtd. 17.05.2013 opened on 14.06.2013

ii) Your Offer No. :THCM/BCCL/Pur/613028/Spares/EX350/2013-14/12A dtd. 09.06.2013

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares for EX 350 Shovel at the following items description, part no, rate ,value and terms & conditions:-

Sr no.	Description of items with Mat. Code	Part No.	Qty in Nos.	Unit basic price(Rs.)	Extended value in Rs.
01	Main Filter Oil 15594990065	4296675/4429728 /5050869	01	1085.00	1085.00
02	Filter By Pass 15594990018	4371313/5050832 /4470167	02	1762.00	3524.00
03	Filter Fuel 15594990053	4192631/4616864	01	1352.00	1352.00
04	Fuel Filter 15594990021	4326739/4078360 /4616544	02	1007.00	2014.00
05	Air Element Outer 15594990033	4391205	01	7946.00	7946.00
06	Air Element Inner 15594990041	4390060	01	4529.00	4529.00
				Sub total	20450.00
				VAT @ 14%	2863.00
				Grand total	23313.00

Rounded off to Rs. 23313.00

(Rs. Twenty Three Thousand Three Hundred and Thirteen only)

TERMS & CONDITIONS

01	Price	Firm and FOR destination basis. (Packing, Forwarding, Frt. & Insurance – Inclusive)
02	Excise Duty	Inclusive. The firm shall furnish Central Excise Invoice related to payment of Excise duty at applicable rate with each supply for availing CENVAT credit.
03	VAT	Extra @ 14% as indicated above against VAT Invoice.
04	Payment	100% payment within 30 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 120 days from the date of receipt of purchase order.
06	Fitment Guarantee	You should give a guarantee of fitment of the item in Ex 350 Shovel without any alteration i.e. addition or deletion. The items must be as per design of OEM.
07	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.
08	Warranty	i) For a period of 12 months from the date of fitment on the equipment or 18 months from the date of receipt & acceptance of material at consignee stores, whichever is earlier in respect of proper design, workmanship, correctness and its proper fitment to the machine.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
10	Security Deposit	Not Applicable as per purchase manual provision cl. No. 6.5(C)
11	After Sales Service	To be provided by you 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
13	Consignee	Depot officer, Regional Stores, Lodna Area, BCCL, Dhanbad.
14	Paying Authority	GM(Fin) MM- Purchase Finance, HQ, 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	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. 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

		<p>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	<p>The Firm will certify on their Bills that the prices charged to BCCL are lowest and same as charged to other CIL subsidiaries/Govt. Under Taking/ Deptt and others.</p>

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER CCL RATE.

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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.

Encl : As above

Yours faithfully,

[Signature]
26/07/13

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

AKS

Indent no : 1000/GN/9735 dtd. 08.10.2012 (IR no 613028 dtd. 29.04.2013)

Budget certification no. & date: BCCL IRQ Pur-Fin Rev Budget/2012-13/492 dtd. 08.03.2013 for Rs.22,413.00 And BCCL IRQ Pur-FIN /Rev-Bud/2013-14/185 dtd. 23.07.2013 for Rs.900.00 (Addl. BC)
FC no 185 dtd. 23.07.2013 for Rs.23,313.00 (e P C no 190)

Copy to:-

1. GM (Exec.), Koyla Bhawan
2. GM (F) MM, Pur-Fin, Koyla Bhawan, Dhanbad
3. Depot Officer, Regional Stores, Lodna Area, BCCL, Dhanbad
4. Area Manager (Exec.), Lodna Area, BCCL, Dhanbad
5. Tech. Cell, MM Divn, Koyla Bhawan
6. Office Copy Master Copy
7. Justice Ashok Kumar Chakraborty (Retired), BB-69 Sector I, Salt Lake, Kolkata-700064

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 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 and 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 (GM/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.