



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the General Manager(MM)  
Commercial Block L-III , Koyla Bhawan  
Koyla Nagar Dhanbad : 826 005

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Under Jurisdiction of  
Dhanbad Court and  
Jharkhand High court only

Ref: BCCL/PUR/200000/RC/Spares/Ex-1200/18-19/73 / 11

Dated :28.08.2018

**SPEED POST**  
**(RATE CONTRACT)**

To,

M/s. Tata Hitachi Construction Machinery Company Limited, Ground Floor SHQ Building, Next to SBI Telco Campus Branch, Telco Colony, Jamshedpur 831004	Vendor Code: 1/22/M/T050 Vendor Type: OEM PAN no.:AAACT9077B GSTIN: 20AAACT9077B1ZO
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**Sub: Rate contract for Supply of Spare parts for TATA HITACHI Ex-1200 Shovel for BCCL**

**Ref:** 1. Your online offer against our tender no. BCCL/PUR/Rate Contract/EX-1200/41 dated 01.11.2017 & opened on 17.11.17 (Tender Id: 2017\_BCCL\_82872\_1)  
2. Your Bid Id: 238663

Dear Sir,

With reference to above we,for and on behalf of BCCL, are pleased to enter into Rate Contract with you for **Supply of Spare parts for TATA HITACHI Ex-1200 Shovel**as per the specifications & rates list of **M/s. Tata Hitachi Construction Machinery Company Limited** for 1137 items enclosed as Annexure PL. However, orders against the rate contract shall be placed on your authorized dealer, **M/s Vedant Eartmovers – Arun Complex, Bypass Road, Post Jhumritelaiya, Dist. Koderma (Jharkhand), Pin - 825409. (Vendor Code:1/20/D/S/002,GSTIN:20AANFV9011F1ZD, PAN NO: AANFV9011F).** Theterms and conditions of the rate contract are stipulated hereunder: -

**Terms and Conditions**

1] **Rate contract:** - In this rate contract the qty. to be supplied is not fixed and will be as per requirement of direct demanding officers on as and when required basis.

2] **Prices:**

Prices shall be **as per rate-list enclosed as Annexure PL** consisting of 1137 items valid for minimum period of **One Year** from the date of issue of the rate contract. The prices indicated in the price-list are FOR destination price inclusive of packing forwarding. Freight and insurance but exclusive of Taxes and duties.

3] **Off-take:** Annual Off-take shall not exceed Rs 300.00 lakh.

4] **Validity of Contract:**

The Rate Contract shall remain valid for a period of **01 (one) year** from the date of issue of contract. The same may be extended beyond the One year with mutual consent.

5] **Order Placement & Mode of supply: Supply** order against this rate – contract will be placed by the DDOs on your authorized service dealer M/s Vedant Eartmovers – Arun Complex, Bypass Road, Post Jhumritelaiya, Dist. Koderma (Jharkhand), Pin – 825409. (Vendor Code:1/20/D/S/002, GSTIN:20AANFV9011F1ZD, PAN NO: AANFV9011F),, under intimation to you who will supply the materials, provide the service setup on your behalf and will raise supply bills

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accordingly. You as a manufacturer shall stand full guarantee/ warranty of the spares supplied by M/s Vedant Eartmovers, Koderma.

Operation of subject RC is restricted to maximum limit of Rs. 300.00 Lakh for 1 year. As soon as the limit is reached, you shall intimate to GM (MM)-Pur/GM (Excavation)HOD for further action and you will not accept any further order from any DDOs without specific clearance from GM (MM)-Pur.

**4] Goods & Service Tax (GST):**

- a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate is 18% & 28%
- (b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
- (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- (d) 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.
- (e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- (f) E-Way bill, if required, shall be arranged by you.
- (NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).

**5] Delivery:**

To be completed within 90 days from the date issue of the of the purchase order. Delivery shall be reckoned from the 10th day of issue of order. However, you shall make every effort to complete the delivery of fast moving items within One month from date of issue of Purchase Order and for remaining items within 02 months from issue of purchase order, which will be highly appreciable.

**6] Fitment Guarantee:**

The Firm will certify that spares supplied would be suitable for fitment in the Machine for which it is intended for, without any alteration i.e. addition or deletion. The design of the items are exactly as per OEM specification.

**7] Identification:**

Items supplied should 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.

**8] Warrantee:**

The firm shall furnish the manufacturer's composite guarantee of satisfactory performance of the same in all respect for 18 months from the date of receipt & acceptance of material with the consignee or 12 months from the date of fitment whichever will occur earlier. If any defects are found due to faulty design, inferior quality of material or bad workmanship, the defective parts shall have to be replaced by the supplier free of cost within 30 days of such intimation by the end user.

**9] D.D.Os:**

Orders against this Rate Contract shall be placed as and when required by the DDOs as detailed here under:

CGMs/GMs – All Areas/Projects of BCCL  
GM (MM), GM (Excav), BCCL, Koyla Bhawan

**Note:**

Orders are to be placed strictly against approved and duly concurred indent/Material Budget.

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