

Ref. No.: BCCL/Pur/613238/Spares/EX400/13-14/ 286

Dtd 28.02.2014



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.: BCCL/Pur/613238/Spares/EX400/13-14/ 286

Dtd 28.02.2014

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  
FAX: (0657 2285567)

PURCHASE ORDER  
REGD. POST/SPEED POST  
Vendor Code: 1/22/M/T/050  
Type of Vendor: OEM

Sub: Supply of Spares for EX-400 Shovel

Ref. i) Our tender no. Pur/613238/EX400/Shovel/13-14/72 dtd 06.01.2014 & opened on 17.01.2014  
ii) Your offer No. THCM/Pur/613238/EX400/Shovel/13-14/72A dtd 15.01.2014 & letter no. 050214  
dtd. 5.02.2014

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares for EX400 at the following items description, part no, rate, value and terms & conditions:-

SL. No.	DESCRIPTION	PART NUMBER	QTY (No)	Unit price(Rs)	Extended Value(Rs)
1	Manifold MC: 15589994148	TC00607	01	21833.00	21833.00
2	O-Ring MC:15515020042	A811110	02	153.00	306.00
3	Pipe MC:15588993845	TD00930	01	5104.00	5104.00
4	Pipe MC:15588993833	TD00932	01	3407.00	3407.00
5	Clamp, Hose MC:15513014403	4193872	04	1047.00	4188.00
6	Hose Rubber MC: 15513014411	4215941	01	4230.00	4230.00
				Sub. Total	39068.00
				VAT@14%	5469.52
				Total	44537.52

Round of to Rs 44537.00

(Rs Forty Four Thousand Five Hundred and Thirty Seven Only)

**TERMS & CONDITIONS:**

01	Price	Firm and FOR destination basis. ( Packing, Forwarding, Frt. & Insurance -Inclusive)
02	ED & ED Cess	Inclusive. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit
03	VAT	Extra @ 14% as indicated above against VAT Invoice.
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.



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05	Delivery	Items should be supplied within Three months from the date of receipt of order. Delivery shall be reckoned from the 10th day of issue of order.
06	Fitment Guarantee	Firm must give a guarantee of fitment of the items in EX400 Shovel sl. no 4001-0145 BCCL no S-352 of NTST OCP, Lodhna Area without any alteration i.e. addition or deletion. The item must be as per design of OEM.
07	Logo	Items supplied shall have logo / identification mark, preferably at non wearing surface.
08	Warranty	For a period of 12 months from the date of the fitment or 18 months from the date of receipt at our store and acceptance, whichever is earlier. In case of pre-mature failure the defective parts will be replaced free of cost on intimation of the failure by the end user.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
10	Security Deposit	Not applicable.
11	After Sales Service	To be provided by the firm to end user.
12	Submission of Bills	100% value of bill duly stamped & pre-receipted in five 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 Store, Lodhna 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	<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</p>



		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. 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 exist. 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.
19	Price certificate	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.
20	Jurisdiction	Any dispute will have jurisdiction of Dhanbad Court & Jharkhand High Court only.
21	Integrity Pact	You have signed Integrity pact issued with NIT. Justice Ashok Kumar Chakraborty (Retired), BB-69 Sector I, Salt Lake, Kolkata-700064, will be independent external monitor against this contract/order.

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:

Encl: As above.

*(Signature)*  
28/02/2014

(A.K.Singh)  
Sub. Engineer (Excv.)

Yours faithfully,

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

Indent no. (i) 1000/GN/10336 dtd. 09.08.2013 (IR no. 613238 dtd 03.12.2013)

Budget certification No.: BCCL/HQ/PUR.FIN/Store Budget/Rev Budget/2013-14/HEMM Spares/317 dtd. 24.10.2013 for Rs 44,538.00 e-BC no 497, FC no 333 dtd. 28.02.2014 for Rs 44,538.00 and e-FC no. 595

Copy to:-

1. GM (Excv.), Koyla Bhawan
2. GM (F) MM, Pur- Fin., Koyla Bhawan, Dhanbad
3. AM(Excv), Lodhna Area, BCCL, Dhanbad
4. Depot Officer, Regional Stores, Lodhna Area, BCCL, Dhanbad
- ✓ 5. Tech. Cell. MM Divn. Koyla Bhawan/office copy/master copy
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 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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