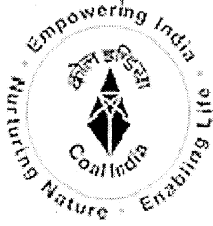


Tech. Cell



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager(MM)  
Koyla Bhawan : Koyla Nagar  
Dhanbad : 826 005

**GRAM ; KOKINGKOL**  
(Phone No. 0326 – 2230181)  
(Fax No. 0326 -2230183)

Ref. No. BCCL/Pur/615198/PC1250/15-16/253

dtd 29.03.16

To,

**PURCHASE ORDER**  
**By Speed post**

M/s. Larsen & Toubro Limited, Construction & Mining Machinery, Degaul Avenue, Khoirasol, Durgapur-713212 W.B., India	Vender Code: 1/12/D/T/285
	PAN No. AAACL0140P

**Sub: Supply of Spares of PC1250 SHOVEL**

Ref: i) Our Tender No. BCCL/PUR/615198/SPARES/PC1250/15-16/76 dtd 24.11.15 opened on 24.12.2015

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares of PC1250 SHOVEL at the following price, terms & conditions and the technical specification as under:

Sl. No.	DESCRIPTION / PART NUMBER	QTY in no.	Unit rate	Excise Duty (in Rs)	(Unit Rate + Excise Duty) in Rs	Value in Rs.
1.	PIN LOCK/ 21N7234180I  MC: 15592990017	15	17775.03	2221.98	19997.01	299955.15
2.	TOOTH POINT/ 21N7234150I  MC: 15592990261	15	72191.04	9023.96	81215.00	1218225.00
				SUB TOTAL		15,18,180.15
				CST@2%		30,363.60
				TOTAL		15,48,543.75

Rounded off to Rs 15,48,543.00

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*[Handwritten signature]*

**TERMS & CONDITIONS:-**

01	Price	Firm & FOR destination basis
02	CST	Extra as @ 2 % against Form 'C'.
03	ED/Ed. Cess	Extra @12.5% against documentary proof. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit.
04	Fr. & Ins.	To be borne by you
05	Payment	100 % payment within 21 days from the date of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at consignee's end.
06	Delivery	Delivery order quantity within 03 months from the date of placement of order. Delivery shall be reckoned from the 10th day of issue of order.
07	Warranty	Items should carry a warranty of 12 months from the date of fitment or 18 months from the date of delivery and acceptance whichever is earlier.
08	Price Fall & L.D. Clause	Applicable as per Annexure-I. (enclosed)
09	After Sales Service	The firm should confirm that they will be able to provide after sales service to the end user.
10	Fitment Guarantee	The firm should give a guarantee of fitment of the item in the PC 1250-7 SHOVEL, Machine Manufacturing No. 20556 BCCL No. S-366 of MURAIIDH COLLIERY, BARORA Area without any alteration, i.e. addition or deletion. The item must be as per design of OEM.
11	Submission of Bills	100% value of bill duly stamped & pre-receipted Bill in quadruplicate 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 certificate, price certificate etc.
12	Consignee	Depot officer, Barora Area, BCCL Dhanbad.
13	Paying Authority	HOD (F) MM, Purchase Finance Deptt, Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
14	Inspection	By the representative of Consignee at Consignee's end
15	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. 1,54,854.00</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.
16	Mode of Dispatch	By Road on freight paid basis.
17	Price certificate	The Firm will certify on their Bills that the prices charged to BCCL are as per their ruling price and are same as applicable to other Govt. Deptt. / Undertaking including all coal companies.
18	Logo/Identification	They should confirm that the item supplied by them shall have logo/

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		identification mark preferably at a non-wearing surface.
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	Inspection and test clause	<p>i) 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>

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		v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
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.
<b>ALL DISPUTES ARE SUBJECT TO DHANBAD COURT &amp; JHARKHAND HIGH COURT ONLY.</b>		

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.


**Indent No. & date:** BAR/IND/0000216 dt 09.06.15

**Budget certification No. & date:** BCCL/HQ/PUR FIN/ADVANCE ACTION/2015-16/HEMM SPARES/328 (HEMM SPARES) dt 24.09.15 for Rs 1548544.00 only and FC no. 435 (HEMM SPARES) dt 28.03.16 for Rs 15,48,543.00. eBC no. 479 & eFC no. 671.

Encl Annexure-I and BG format

Yours faithfully,

  
(Saquib Aftab)  
AM (MM)

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

Copy to:

1. GM (Excv), Koyla Bhavan
2. Depot Officer, Regional Stores, Barora Area, BCCL, Dhanbad.
3. HOD (F) MM, Purchase Fin. Deptt. Koyla Bhavan
4. Area Manager (Excv), Barora Area, BCCL, Dhanbad
5. Tech. Cell. MM Divn. Koyla Bhavan
6. Office Copy/Master Copy
7. Prof. (Dr.) L.C. Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi- 110048