



Bharat Coking Coal Ltd
(A Subsidiary of Coal India Limited)
Office of Chief General Manager (MM)
Koyla Bhawan: Koyla Nagar: Dhanbad (JHARKHAND)-826005
Telephone no .0326-2230181/2230390: FAX (0326) 2230183

Ref No: BCCL/ PUR/613276/ CK-300 shovel/14-15/05

Dated: 22.04.2014

To
M/s. Larsen & Toubro Limited
P O: Dhansar,
Dhanbad: 828106
Jharkhand.

PURCHASE ORDER
BY REGD.POST
Vender Code: 1/13/M/T/052

Vendor Type: OEM

Sub: - Supply of Guide Piston for CK-300 Shovel

- Ref -1. Tender no.PUR/613276/Spares/CK-300/13-14/79 dtd.20.01.2014
Off line opened on 31.02.2014
2. Your Offer Ref.: PSD/BCCL/TENDER/13-14/101 dtd 23.01.2014 and
subsequent correspondence; last being your letter ref no.:
BCCL/TENDER/13-14/102, 103, 104 & 105 dated 05.03.2014

Dear Sirs,

In reference to the above, we for and on behalf of BCCL hereby place order on you for supply of Guide Piston for CK-300 Shovel at the following items description, part no, rate, value and terms & conditions:-

Scope of Supply

SL. NO	DESCRIPTION	PART NUMBER	QTY (No)	Unit price(Rs)	Extended Value(Rs)
01	Guide Piston MC: 15555972621	V300-290-95	01	61485.00	61485.00
				Sub. Total	61485.00
				VAT@14%	8607.90
				Total	70092.90

Rounded off to Rs. 70,093.00
(Rupees Seventy Thousand and Ninety Three Only)

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TERMS & CONDITIONS:

1. **Price:** FIRM and FOR destination basis, inclusive of packing & forwarding, freight and insurance charges.
2. **Excise Duty:** Inclusive.
3. **Packing & Forwarding, Freight & Insurance:** Born by you.
4. **CST: VAT** applicable @14%
5. **Price certification:** The Firm will certify on their bills that price charged to BCCL is lowest and same or not higher than as charged to other Govt. Organization/ PSU including subsidiary of CIL & DGS&D and other organization.
6. **Payment Terms:** 100% payment shall be made within 30 days, of receipt and acceptance of materials by the consignee or from the date of receipt of bills, whichever is later by the consignee.
7. **Delivery:** Delivery at Regional stores, Barora Area, BCCL, Dhanbad is to be completed within 15 days from date of receipt of purchase order. The delivery date shall be reckoned from the 10th day of issue of the order. Earlier supply will be appreciated.
8. **Paying Authority:** GM (F) MM, Purchase Finance Department, L- IV Commercial Block, Koyla Bhawan, BCCL, Koyla Nagar, Dhanbad, and Jharkhand. PIN: 826 005.
9. **Consignee:** The Depot Officer, Regional Stores, Barora Area, Bccl, Dhanbad,
10. **Security Money:** Not Applicable.
11. **Warranty:** As per MARC Agreement.
12. **Inspection:** - Inspection shall be carried out at the consignee end by representative of GM (Excv) after the receipt of materials.
13. **Price fall/LD clause:** Applicable as per Annexure-I
14. **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 it.
15. **Fitment Guarantee :**
You will submit fitment guarantee of fitment of spares in CK-300 Shovel SL. No. B-0723 BCCL of Muraidih OCP, Barora Area without any alteration i.e. addition or deletion. The design of the items should be exactly as per that of the OEM.
16. **Manufacturer Identification mark/Logo Embossing:** As per MARC Agreement.
17. **After Sales Service:** As per MARC Agreement.

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18. Inspection Test clause-

- 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.
- ii) The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- iii) If the inspections and tests are 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.
- iv) 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.
- v) 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.
- vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

19. Force majeure clause:

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:

- 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.
- 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.

20. Mode of Transport: By Road on freight paid basis to consignee.

21. 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.

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22. Jurisdiction: Under Jurisdiction of Dhanbad Court and Jharkhand high court only.

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

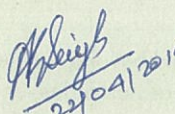
N.B:- This purchase order/ contract is issued with the approval of the Competent Authority. This contract is concluded with the issuance of this order. Supply Order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.

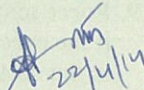
Enclosure:

Annexure-I- Liquidated Damages & Price Fall Clause

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


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


(A.D. SANTHISH)
Chief Manager(MM)Pur

Indent Nos. & date:

- i) Indent.: RS/BAO1/13-14/700 dtd 24.12.2013,
- ii) **Budget certification No. & date:** BCCL/HQ/Pur.-Fin./Adhoc Budget/2014-15 /HEMM Spares/HQ Excv/10 dtd.19.04.2014 for Rs.70,093.00 and **FC no. 11** dtd 19.04.2014 for Rs70,093.00

CC:

1. GM (Excv.), Koyla Bhawan.
2. GM (F) MM, Purchase Finance Deptt. Koyla Bhawan.
3. Depot Officer, Regional Store, Barora Area, BCCL, Dhanbad
- ✓ 4. Technical Cell, MM Division, Koyla Bhawan. [IR No.613276(13-14) dtd 09.01.2014]
5. Office Copy/ Master Copy
6. IEM: Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064
7. M/s Larsen & Toubro Limited, Construction Equipment, 3-B, Shakespear Sarani, 5th Floor, Kolkata -700071.



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Liquidated Damages 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 encash 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.

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.



