



BHARAT COKING COAL LIMITED
 (A Subsidiary of Coal India Limited)
 Office of the Chief General Manager (AM)
 Koyla Bhawan, Koyla Nagar
 Dhanbad : 825 005

GRAM : KOKINGKOL.
 (Phone No. 0326 - 2230181)
 (Fax No. 0326 - 2230183)

Ref. No. Pur/614203/Spares Scania Dumper/14-15/226

dttd 31.01.2015

To,

By Registered Post/ By speed post

M/s. Larsen & Toubro Limited
 Construction & Mining Machinery
 Product Support Division
 Degaunl Avenue, Khorasol,
 Durgapur-713212
 W.B., India

Vendor Code: 1/12/D/T/285
 Vendor Type: OEM

Sub: Supply of Spares for Scania Dumper.

Ref: 1) Our Tender No. BCCL/Pur/614203/Scania Dumper/14-15/84 opened on 31.12.2014
 2) Your on-line offer Id No. 15449 dttd 27.12.2014

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares for Scania Dumper 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	MIRROR ASSY / 1484037SC MC: 16719990633	1	13623.73	1505.27	15129	15129.00
2	MIRROR GLASS / 1903084SC MC: 16719990155	1	3319.24	366.76	3686	3686.00
3	GLUE / 1527224SC MC: 16719990396	3	10219.35	1164.65	11384	34152.00
4	WIND SCREEN / 1406463SC MC: 16719990088	1	15323.80	1693.20	17017	17017.00
5	SPACER / 1800708SC MC: 16719990428	2	512.42	56.58	569	1138.00
6	SUNVISOR / 1912157SC	1	8276.48	914.52	9191	9191.00

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	MC: 16719990091					
7	ELBOW UNION / 812929SC	1	703.31	77.69	781	781.00
	MC: 16764990069					
8	ELBOW UNION / 307253SC	1	1630.78	180.22	1811	1811.00
	MC: 16764990057					
				SUB TOTAL		82,905.00
				CST@2%		1658.10
				TOTAL		84,563.10

Rounded off to Rs 84,563.00

(Rs. Eighty four thousand five hundred and sixty three only)

TERMS & CONDITIONS

01	Price	Firm & FOB destination basis
02	CST	Extra as @ 2 %
03	ED/Ed Cess	Extra as applicable as indicated above against documentary evidence. Present Invoice shall contain the provisions as per NIL for enabling BCCCL to avail CENVAT Credit.
04	Frt & 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	Within 21 days from the date of receipt of the order. Delivery shall be reckoned from the 10th day of issue of order.
07	Warranty	For a period of 12 months or 3000 hrs from the date of shipment or 18 months from the date of receipt and acceptance at consignee end whichever is earlier. In case of pre-mature failure the defective parts will be replaced free of cost within 30 days of receipt of intimation of failure by the end-user
08	Price Fall & L.D. Clause	Applicable as per Annexure-I (enclosed)
09	After Sales Service	You shall provide after sales service as and when required.
10	Fulment Guarantee	The firm should give a guarantee of fulfilment of the item in P 380 Dumper without any alteration (i.e deletion/addition). The item must be as per design of OEM
11	Submission of Bills	100% value of bill duly stamped & pre-accepted 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, fulfilment certificate, price certificate etc.
12	Consignee	The Depot Officer, Regional Stores, Govindpur Area
13	Paying Authority	GM (F) MM, Purchase Finance Dept. , Bharat Coking Coal Ltd, Koyla Bhawan, Dhanbad.
14	Inspection	By the representative of Consignee at Consignee's end
15	Security deposit	Not applicable

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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 BCCCL are as per their ruling price and are same as applicable to other Govt. Dept/ Undertaking including all coal companies.
18	Logo/Identification on Force majeure clause	Items to be supplied should be embossed with logo/identification tag of the firm. 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 BCCCL 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 BCCCL 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:
19	Force majeure clause	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, BCCCL 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 BCCCL 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	Inspection and 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. 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 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. 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. 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. 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) I.C.Singh.

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IAS(Retd), 1-31, Third Floor, Kailash Colony, New Delhi-110048, will be independent external monitor against this contract/order.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT & JHARKHAND HIGH COURT ONLY

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. Two copies of order are 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 No. & date: GOV/IND/0000389 dt.29.05.14

Budget certification No. & date: BCCL/HQ/Pur. Fin./Rev Budget/2014-15/HEMM SPARHS/HQ
EXCV/252 dt.16.10.2014 for Rs 94,512.00 only and FC no 418 dt.29.01.2015 for Rs 84,563.00.

dt/C no552

Encl Annexure-I

(Saqub Akbar)
Asst. Manager(MM)

Yours faithfully,
(A/D Santhosh)
Chief Manager (MM)

Copy to:

- 1 GM (Excv), Koyla Bhavan
- 2 Depot Officer, Regional Stores, Govindpur Area, BCCL, Dhanbad
- 3 GM (P)MM, Purchase Fin. Deptt. Koyla Bhavan
- 4 Area Manager(Excv), Govindpur Area, BCCL, Dhanbad
- 5 Tech. Cell MM Divn. Koyla Bhavan
- 6 Office Copy/Master Copy
- 7 Prof.(Dr) L.C.Singh, IAS(Retd), 1-31, Third Floor, Kailash Colony, New Delhi-110048
- 8 M/s. Larsen & Toubro Limited
Dhanser, Dhanbad- 828106

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 is 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 canceling 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, BCCCL 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 BCCCL 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

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(AA) 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.