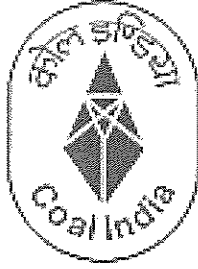


Tech Cell



**Bharat Coking Coal Limited**  
**A Mini Ratna Company**

(A Subsidiary of Coal India Limited)  
(A GOVT. OF INDIA UNDERTAKING)  
Koyla Bhawan, Koyla Nagar, Post- B.C.C.L. Township,  
DHANBAD-826005 (Jharkhand)  
OFFICE OF THE GENERAL MANAGER (MM) Phone No. 0326-2230181  
Fax No. 0326-2230183, CIN: U10101JH1972GOI000918  
(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Ref. No.: BCCL/ Pur/614245/Spares/CK300/14-15/239

Dtd 04.03.2015

To,  
M/s. Larsen & Toubro Limited  
Construction Equipment  
3B Shakespeare Sarani  
5<sup>th</sup> Floor  
Kolkata-700071

**PURCHASE ORDER**  
By Registered Post/By speed post  
Vender Code: 1/03/M/T/031  
Vendor Type: OEM  
Old Code:829017

Sub: Supply of Tooth Points and Adapter for CK 300 Hydraulic Excavator

Ref: i) MCL rate contract no: 10 dated 11.12.2013 & Amendment no 10A dated 21.01.2014  
ii) Your acceptance letter no 11 dated 17.12.2014

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Supply of Tooth Points and Adapter for CK 300 Hydraulic Excavator at the following price, terms & conditions and the technical specification as under:

Sl. no.	Description of items	Qty in Nos.	Unit basic price(Rs.)	Extended value in Rs.
01	Lock washer Pt no B20134730 MC:15555983143	72	100.00	7200.00
02	Tooth Tip Pt no K20204083 MC:15555985068	72	3990.00	287280.00
03	Tooth Lock Pin Pt no P20127382/20127982 MC:15555983131	72	400.00	28800.00
04	Tooth Adapter Pt no J20204082/J20204282 MC:15555987656	24	9525.00	228600.00
			Sub total	551880.00
			CST Extra@2%	11037.60
			Grand Total	562917.60

Round of to Rs 5,62,917.00

(Rs Five Lakh Sixty Two Thousand Nine Hundred and Seventeen only)

*[Handwritten Signature]*

*[Handwritten Signature]*

## TERMS & CONDITIONS

01	Price	Firm & FOR destination basis
02	CST	Extra as @ 2 % against Form-C
03	ED/Ed. Cess	Inclusive in the basic price. You shall provide cenvatable invoice for enabling BCCL to avail CENVAT Credit of Excise duty
04	P & F Charge	NIL
05	Fr. & Ins.	To be borne by you
06	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 and after submission of Performance bank Guarantee.
07	Delivery	Within 45 days from the date of receipt of the order. Delivery shall be reckoned from the 7th day of issue of order.
08	Warranty	You shall give a warranty for satisfactory performance of the ordered items as follows: a ) 500 working hours for Tooth Point, Pin & Washer from the date of fitment in the machine or 18 months from the date of receipt and acceptance at consignee end whichever is earlier. b ) 3000 working hours for Adapter from the date of fitment in the machine 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 and as indicated in the rate contract.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I. (enclosed)
10	After Sales Service	You shall provide after sales service as and when required.
11	Fitment Guarantee	The firm should give a guarantee of fitment certifying that items supplied are exact replacement of /fully interchangeable to the original part on one to one basis and the items shall fit in the equipment without any alteration ( ie deletion/addition).The item must be as per design of OEM and performance parameters.
12	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.
13	Consignee	The Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad
14	Paying Authority	CM (F) MM/HOD, Purchase Finance Deptt. , Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
15	Inspection	By the representative of Consignee at Consignee's end
16	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.56,292.00</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. And as specified in the Rate contract.

AGS \*  
\*

17	Mode of Dispatch	By Road on freight paid basis.
18	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 .
19	Logo/Identification	Items to be supplied should be embossed with logo/identification tag of the firm.
20	Performance Bank Guarantee	You shall submit a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the items ordered,. The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank/Nationalized Bank in India in the format attached as (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be valid for the period for 24 months from the date of first supply . This Performance Guarantee shall be as a coverage towards the supplier's performance against the contract performance of the Contract / Supply Order. No payment will be made without submission of Performance Bank Guarantee. If delivery period of supply is extended by any reason ,the validity of BG would be extended correspondingly. Security money may be converted into PBG by extending the validity of Bank Guarantee as detailed in rate contract.
21	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.</p> <p>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>
22	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</p>

AS AS

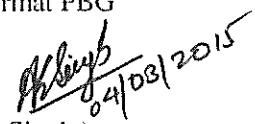
		<p>destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>iii) Should any inspected or tested Goods fail 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>
<p><b>ALL DISPUTES ARE SUBJECT TO DHANBAD COURT &amp; JHARKHAND HIGH COURT ONLY</b></p>		

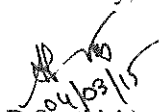
ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER MCL RATE CONTRACT NO NO.: 10 DT 11.12.13

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:** Indent/CK300 Spares/Ph-2/14-15/76 dt 08.12.14 of Central Stores, Jealgora.  
**Budget certification No. & date:** BCCL/HQ/Pur. Fin./ Store Budget /Rev Budget/2014-15/Other Stores(OCP)/13 dt 01.01.2015 for Rs 6,29,143.00& e-BC-705 and FC no(other stores OCP)/29 dtd 02.03.15 for Rs 5,62,917.00& e-FC-624 .

Encl Annexure-I  
Format SD  
Format PBG

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

Yours faithfully,  
  
(A.D.Santhish)  
Chief Manager (MM)

Copy to:

- 1.GM (Excv), Koyla Bhavan
- 2.Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad.
- 3.CM (F)MM/HOD , Purchase Fin. Deptt. Koyla Bhavan
- ✓4.Tech. Cell. MM Divn. Koyla Bhavan
- 5.Office Copy/Master Copy
6. M/S L & T Limited, Dhansar, 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 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 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, 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.





## FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
Koyla Nagar  
Dhanbad - 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ..... Bank Limited ( hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. ....(Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ..... (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

We, the ..... (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of .....or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. .... Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[ In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/ Kolkata will be as under.

Name of the Bank:  
Name of the Branch:  
Location & Address:

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

Dated .....day of .....  
For ..... Bank Limited.



Signature of the authorized person  
For and on behalf of the Bank  
Emp. Code.

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having its office at ----- hereinafter called the Seller has entered into a Contract No.----- dt.----- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the said Contract.

It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ----- - equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to give the guarantee herein after contained.

2. We,----- (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----

3. We,----- (Name of the Bank) further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the -----( date to be given----- period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., (Name of the Bank) further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser, against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the bank beyond the period specified above , the bank shall pay to this purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We ,----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-----Manager, who has signed it on behalf of the Bank has authority to do so.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/ Kolkata will be as under.

Name of the Bank:

Name of the Branch:

Location & Address:

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

Dated .....day of ..... For ..... Bank Limited.

Signature of the authorized person For and on behalf of the Bank Emp. Code.

