



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. Pur/612064/Spares/EX 400/12-13/249

dtd 26.03.2013

PURCHASE ORDER
REGD. POST/SPEED POST

To,
M/s. Telco Construction Equipment Company Limited
Ground Floor SHQ Building
Next to SBI Telco Campus Branch, Telco
Jamshedpur 831004
FAX: (0657 2285567)

Vendor Code: 1/22/M/T/047

Sub: Supply of Spares for EX 400 Shovel

Ref: i) Our tender no. Pur/612064/Arm Cylinder/EX400/12-13/35 opened on 29.08.2012
ii) Offer No. Telcon No: Pur/612064/Arm Cylinder/EX400/12-13/35A dtd 09.08.2012 and
subsequent letter no 90 dtd 08.01.2013 & 26.03.13

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of
Spares for EX 400 Shovel at the following item description, part no, rate ,value and terms &
conditions:-

SL. NO	DESCRIPTION	PART NUMBER	QTYin no.	Unit rate	value in Rs.
01	Dump Cylinder Assy MC:15588990403	TD 00792	2	74083.00	148166.00
	Arm Cylinder Assy MC:15588993481	TD 00790	1	345258.00	345258.00
					493424.00
		VAT@ 14%			69079.36
		Total			562503.36

Rounded of to Rs 562503.00.00

(Rs. Five Lakhs Sixty Two thousand Five Hundred and Three only)

TERMS & CONDITIONS

01	Price	Firm and FOR destination basis. (Packing, Forwarding, Frt & Insurance – Inclusive)
02	VAT	Extra @ 14% as indicated above against VAT Invoice.
03	Payment	100% payment within 30 days of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at Consignee's end.
04	Delivery	Within Three months from the date of issue of purchase order.
05	Fitment Guarantee	The firm should give a guarantee of fitment of the item in Ex 400 LCH Shovel Mfg sl no 4001-0148/S-354 of New Akshkinare OCP, Govindpur Area without any alteration i.e. addition or deletion . The items must be as per design of OEM.
06	Logo	Item supplied will be embossed/identification tag of the firm, if any in a convenient place where there is no wear of the component.
07	Warranty	The items will carry warranty of 12 months from the date of fitment or 18 months from the date of delivery and acceptance , whichever is earlier . In case of premature failure the defective parts will be replaced free of cost on intimation.
08	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
09	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. Rs 56,250.00 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. The BG for SD should be valid for three month beyond the delivery period .
10	After Sales Service	To be provided by the firm to end user.
11	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
12	Consignee	Depot officer, Regional Stores, Govindpur Area, BCCL Dhanbad .
13	Paying Authority	GM(Fin) MM- Purchase Finance, HQ, BCCL, Dhanbad
14	Inspection	By the representative of Consignee at Consignee's end.
15	Mode of Dispatch	By Road on freight paid basis.
16	Inspection test clause	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

		<p>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>
17	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>
18	Price certificate	<p>The Firm will certify on their Bills that the prices charged to BCCL is lowest and same as charged to other CIL subsidiaries/Govt. Under Taking/ Deptt and others.</p>
19	Integrity Pact	<p>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.</p>

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:

Indent no : 1)NAKC/ST/206 dt 29.12.11 (IR no. 612064 dtd 08.06.2012)

Budget certification No. & date: BCCL/HQ/Pur-Fin/Adv-budget/2012-13/56 dt 23.05.12 for Rs
5,31,730.20.00 & BC no 503 dt 25.03.13 for Rs 30,773.00

FC no 347 dt 25.03.13 for Rs 5,62,503.00

Encl : As above.

Yours faithfully,

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

Copy to:-

1. GM (Excv.), Koyla Bhavan
2. GM (F) MM, Pur- Fin., Koyla Bhawan, Dhanbad
3. Depot Officer, Regional Stores, Govindpur Area , BCCL, Dhanbad
4. Area Manager(Excv), Govindpur Area, BCCL Dhanbad
5. Tech. Cell. MM Divn. Koyla Bhavan
6. Office Copy/Master Copy
7. Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064