

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

dtd 30.06.2012

By Registered Post
Vender Code: 1/03/M/T/031
Purchase order

ii) Your offer No. BCCL/UC/NIT611152/DOCU/ dtd 15.12.2012 and subsequent letter dtd 02.02.2012 dtd 9.04.2012 and 29.06.2012

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares (under carriage set) for CK-300 Shovel at the following description, price, qty, terms & conditions and the technical specification :

Item no.	Mat code	PART NO.	DESCRIPTION	QTY.	Unit price (Rs)	Amount(Rs)
01	15505990701	P01042327	SPROCKET ASSLY	02 NOS.	308190.00	616380.00
02	15555996898	K20242355	IDLER	02 NOS.	169825.00	339650.00
04	15555986688	T20442302	TRACK ASSLY	02 NOS.	518295.00	1036590.00
03	15555996301	Z20042337	TRACK ROLLER	14 NOS.	36515.00	511210.00
05	15555190204	F10942347	CARRIER ROLLER	04 NOS.	18095.00	72380.00
				Sub total in Rs		2576210.00
			ED &Ed cess included @ 12.36%			
			CST Extra @2% against Form C		Rs 51524.20	
			Total Landed value in Rs		Rs 26,27,734.20	

The items will be supplied in single one Set consisting of the above 5 (Five) items with the quantities as mentioned above.

TERMS & CONDITIONS

01	Price	Firm & FOR destination basis
02	CST	Extra as applicable at the time of delivery .presently rate of CST is @ 2% against FORM C
03	ED/Ed. Cess	Inclusive (present rate is @12.36%). The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit
04	Packing ,forwarding ,Frt. & Ins.	Nil
05	Payment Term	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 4 (four) months from the date of placement of the order. Early delivery will be accepted. The Under Carriage consisting of all 5(Five)items should be supplied in one module.
07	Warranty /Guarantee	The firm shall furnish the manufacturer's composite guarantee for the complete module for 24(twenty four) months from the date of delivery or 6000 hours from the date of fitment whichever is earlier in respect of manufacturer's design, quality and workmanship of the items the correctness of the items and their proper fitment on the machine for which the same are ordered. In case of premature failure the defective parts should be will be replaced free of cost within 30 days of intimation.
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	Fitment Guarantee	The firm should give a guarantee of fitment of the supplied parts in the L&T CK -300 hydraulic excavator without any alteration i.e. addition or deletion. The design of the items should be exactly as per that of the OEM.
11	Consignee	The Depot Officer, Jealgora Central Stores, BCCL, Dhanbad.
12	Paying Authority	GM (F) MM, Purchase Finance Deptt. , Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
13	Inspection	By the representative of Consignee at Consignee's end
14	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.262773.00 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. BG should be valid for three months beyond the delivery schedule. (Annexure-II) enclosed
15	Mode of Dispatch	By Road on freight paid basis. Safe delivery of items is the responsibility of the supplier.
16	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 and others
17	Logo/Identification	The make/ Symbol/ Identification mark of the manufacturer and part no should be clearly embossed/engraved/ punched/ or otherwise legibly indicated, wherever possible, on each and every item at a visible place which is not subject to normal

		wear and tear.
18	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>
19	Performance Bank Guarantee	<p>You will have to furnish a Performance Bank Guarantee on any Schedule Bank/Nationalise Bank in India valid for 3 months beyond the expiry of warrantee /guarantee period on or before the commencement of supply of materials for 10% value of the order as a coverage towards the supplier's performance against the contract. No payment will be made without submission of the performance Bank Guarantee. The order value means FOR destination price including taxes duties, transportation and insurance charges and other charges. Performance Bank Guarantee Performa enclosed as Annexure-III The Performance Bank guarantee should be furnished on non judicial stamp paper worth RS 250/= as per the standard format of BCCL.PBG should be submitted to MM Division ,Koyla Bhawan on or before commencement of supply.</p>
20	Integrity Pact	<p>You have signed Integrity pact issued with NIT . Mr A K Chakraborty, (Retd Judge) (Retired) BB-69, Sector -I, Salt Lake,Kolkata-700064, will be independent external monitor against it .</p>
21	Make	L&T Komatsu.
22	Submission of Bill	<p>Submission of Bills:</p> <p>a)Supplier shall have to submit bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.</p> <p>b) The consignee shall then send SR notes , challan, Inspection note and five copies of bills (including the original) and any other requisite documents to the paying authority.</p> <p>c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.</p> <p>i)General: Serial No. of Invoice Description of the goods</p>

		Classification of the goods Time and date of removal Mode of Transport and vehicle registration Rate of duty Quantity and value of goods and Duty payable thereon ii) Statutory particulars in respect of both the supplier and Consignee.																						
		<table><tr><td>Supplier(Consignor)</td><td>Consignee: Central Stores Jeal gora,Dhanbad</td></tr><tr><td>Name &Address</td><td>Assessee BCCL- Bharat Coking Coal Ltd ,Lodna Area-X,Khasjeenagora,Dhanbad,Jharkhand-828115</td></tr><tr><td>TINno.</td><td>TINno.20801800089</td></tr><tr><td>JST no.</td><td>JST no. JH-14(R)</td></tr><tr><td>CST no.</td><td>CST no. JH(8)C</td></tr><tr><td>Circle/Subcircle-</td><td>Circle/Subcircle-Jharia Circle ,Dhanbad</td></tr><tr><td>Service tax regd no.</td><td>Service tax regd no. AAACB7934MST016</td></tr><tr><td>Cen Ex. Duty Regd no.</td><td>Cen Ex. Duty Regd no.AAACB7934MEM005</td></tr><tr><td>Range code-</td><td>Range code-Sindri code -04</td></tr><tr><td>Division code-</td><td>Division code-Bokaro code-01</td></tr><tr><td>Commissionerate -</td><td>Commissionerate Ranchi code -87</td></tr></table>	Supplier(Consignor)	Consignee: Central Stores Jeal gora,Dhanbad	Name &Address	Assessee BCCL- Bharat Coking Coal Ltd ,Lodna Area-X,Khasjeenagora,Dhanbad,Jharkhand-828115	TINno.	TINno.20801800089	JST no.	JST no. JH-14(R)	CST no.	CST no. JH(8)C	Circle/Subcircle-	Circle/Subcircle-Jharia Circle ,Dhanbad	Service tax regd no.	Service tax regd no. AAACB7934MST016	Cen Ex. Duty Regd no.	Cen Ex. Duty Regd no.AAACB7934MEM005	Range code-	Range code-Sindri code -04	Division code-	Division code-Bokaro code-01	Commissionerate -	Commissionerate Ranchi code -87
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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 NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

This contract is concluded with the issuance of this order

Encl : Annexure-I II,III

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

(A K Sinha)
Sr. Manager (MM)Pur

N.B:- This issues with the concurrence of D(F) vide diary no. 2/150 dtd 19.06.12 and approval of CMD vide diary no. 563/F dtd 20.06.2012.
This order is placed against Indent No.: Indent/300CK/11-12/27 dtd 16.04.2011 , IR no. 611152(11-12) dtd 28.09.2011

Budget Certification No.: BCCL HQ/Pur.Fin./Store Budget/Adv. Budget/12-13/HEMM Spares/HQ Excv/36 dated 04.05.2012 for Rs 2627734.20 and FC no. 45 dtd 28.06.2012 for Rs 26,27,734.20

Copy to:-
General Manager (Excv.), Koyla Bhavan
Depot Officer, Jealgora C/ Stores, BCCL, Dhanbad
GM(F)MM ,Purchase Fin Deptt. Koyla Bhavan.)
Tech. Cell, MM Divn./ Office copy
Master copy
L&T Ltd Dhansar ,Dhanbad -828106

SM (MM)

ANNEXURE-I**PENALTY FOR FAILURE TO SUPPLY IN TIME**

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.

The supplier must confirm the acceptance of this Penalty clause, which will not be altered.

PRICE FALLCLAUSE

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 sells the stores of identical description to any other organization till validity of the contract.

ii) If at any time during the said period the supplier reduces the sale price of such stores or sells 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.

Annexure-IIFORMAT 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 Bank Limited 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 Bank Limited 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 Bank Limited 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 forbear 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 Bank Limited 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.

Datedday of
 For Bank Limited.

Signature of the authorized person
 For and on behalf of the Bank

Annexure-III**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/accessories 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,----- Bank Ltd. 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,----- Bank Ltd., 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 that would be taken for the
 performance 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-----months from the date of Bank Guarantee) we shall
 be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. 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 ,----- Bank Ltd. 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.

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

Date----- Day of -----20

For ----- Bank Limited

Signature of the authorised person

for and on behalf of the Bank