



BHARAT COKING COAL LIMITED
 (A Subsidiary of Coal India Limited)
 Office of the Chief General
 Manager(MM)
 Koyla Bhawan : Koyla Nagar
 Dhanbad : 826 005

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

Ref. No. Pur/611237 &223/spares/Ex-300 shovel/12-13/ 63

dtd 3.07.2012

To,
 M/s. Telco Construction Equipment Company Limited
 Plot no. 3&5,Phase –V,Industrial Area, Gamaharia
 Distt. Saraikela Kharshawan, Jharkhand-831109

Purchase Order

REGD. POST/SPEED POST
 Vendor Code: 1/03/M/G/150

FAX: (0657 2285567)

Sub: Supply of Swing Motor and Travel device for EX300 – LCH SHOVEL

Ref: i) Our tender no. Pur/611237&223/Spares/Ex-300 shovel/12-13/06

Opened on 15.05.2012

ii) Your offer No. Offer No. Telcon/BO/12-13/BCCL/spares/6A dtd 11.05.2012
 and subsequent letter dtd 7.06.2012 and dtd 26.06.2012 .

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares suitable for EX-300 LCH Shovel at the following price, terms & conditions.

Sl no.	Mat code	Item des./Part no.	Qty in nos.	Rate in Rs.	Value in Rs.
01	15589993772	Swing Motor/TB00566	01	250078.00	250078.00
02	15513030817	Travel Device/TK70003	01	497489.00	497489.00
				Sub total in Rs.	747567.00
				Extra Vat @ 14%	104659.38
		Excise duty & Cess @ 12.36 % included		Total Landed in Rs.	852226.38

(Rs. Eight lakh fifty two thousand two hundred twenty six and paise thirty Eight only)

TERMS & CONDITIONS

01	Price	Firm and FOR destination
02	ED and Cess	The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit
03	JVAT	Extra @ 14% as indicated above against JVAT 404.
04	Payment Term	100 % payment within 21days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end . Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS).Your e-payment mandate is tabulated below:

		<table><tr><td>01.Name of the payee</td><td>M/s Telco Construction Equipment Company Limited</td></tr><tr><td>02. Address</td><td>Plot No. 3&5,phase-V,Industrial Area Gamharia Dist. Saraikela Kharshawan,Jharkhand</td></tr><tr><td>03.Bank A/c no. of Payee</td><td>00090110000132</td></tr><tr><td>04.Name of the Bank</td><td>HDFC Bank Ltd</td></tr><tr><td>05. Name of the Branch & Branch code</td><td>Kasturba Road Branch IFSC code-HDFC0000009</td></tr></table>	01.Name of the payee	M/s Telco Construction Equipment Company Limited	02. Address	Plot No. 3&5,phase-V,Industrial Area Gamharia Dist. Saraikela Kharshawan,Jharkhand	03.Bank A/c no. of Payee	00090110000132	04.Name of the Bank	HDFC Bank Ltd	05. Name of the Branch & Branch code	Kasturba Road Branch IFSC code-HDFC0000009
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04.Name of the Bank	HDFC Bank Ltd											
05. Name of the Branch & Branch code	Kasturba Road Branch IFSC code-HDFC0000009											
05	Delivery	Within 03 months from the date of receipt of purchase order.										
06	Fitment Guarantee	i)The firm will submit a Certificate of Fitment Guarantee that material will be fitted in the EX-300 LCH sl no. 3001-0740, BCCL no. S-328 for Tetulmari OCP of Sijua Area without any modification (deletion/ addition). ii) The firm will submit a Certificate of Fitment Guarantee that material will be fitted in the EX-300 LCH sl no. 3001-0753, BCCL no. S-334 of AKWMOCP of Katras Area without any modification (deletion/ addition).										
07	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.										
08	Warranty	The items should carry warranty of 12 months from the date of fitment or 18 months from the date of delivery and acceptance , whichever is earlier in respect of manufacturer's proper design, quality and workmanship of the parts, the correctness of parts and their proper fitment in the machine for which order is placed.										
09	Price Fall & L.D. Clause	Applicable as per Annexure-I (enclosed)										
10	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.85223.00 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. Bank Guarantee for Security money should be valid for three months beyond the delivery period .										
11	After Sales Service	You should provide after sales service to the end user as and when required.										
12	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, Excise duty invoice and other relevant documents as specified in the order										
13	Consignee	Depot Officer, Central Stores Jealgora , BCCL Dhanbad										
14	Paying Authority	GM (F) (Pur), Purchase Finance Department, BCCL, Koyla Bhavan, Dhanbad.										
15	Inspection	By the representative of Consignee at Consignee's end.										
16	Mode of Dispatch	By Road on freight paid basis .										
17	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										

		<p>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	Integrity pact	You have signed Integrity pact issued with NIT . Mr Ashok Kumar Chakraborty (Retired Judge) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.
19	Price certificate	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/ and others.
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 concurrence and approval of competent Authority. This contract is concluded with the issuance of this order.		

Indent nos.

- i) TOCP/11-12/306 dtd 2.02.12 (Area -V) (IRno. 611237(11-12) dtd 15.03.12 (ii) KP/WM/10-11/120118 dtd 9.9.2011(1000/GN/08907 dtd 9.09.2011) Area IV, (Katrass Area, IR no. 611223(11-12) dtd 08.02.2012

Budget certification No. & date: BCCL/HQ/Pur..Fin./Store Budget/Rev. Budget/2012-13/HEMM Spares/HQ Excv/140 dt 30.06.12 for Rs.852226.38 and FC no. 52 dtd 3.07.2012 for Rs. 8,52,226.38

Yours faithfully,

(A K Sinha)
Sr Manager (MM)

Copy to:-

GM (Excv.), Koyla Bhavan
GM (F)MM (Pur), BCCL, Koyla Bhavan
Depot Officer, Jealgora Central Stores ,BCCL, Dhanbad
Tech. Cell. MM Divn. Koyla Bhavan
Office Copy/Master Copy

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.

SM (MM)

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan, Purchase Finance
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