



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/613032/Spares/EX 300/13-14/ 25

dtd 29.04.2013

**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  
Vendor Type: OEM

Sub: Supply of Spares for EX 300 Shovel

Ref: i) CCL Rate Contract No: Excv/Pur/RC/TataHitachi/Excv/2011/86/017 dt 30.04.12

ii) Your acceptance letter dt 26.04.13

Dear Sirs,

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Tooth Points and Adopter for EX 350 Shovel at the following item description, part no, rate ,value and terms & conditions:-

Sr no.	Description of items	Qty in Nos.	Unit basic price(Rs.)	Extended value in Rs.
01	Coupling pt no TD02721 MC: 15589990544	01	23740.00	23740.00
			Sub total	23740.00
			Discount @ 1%	237.40
				23502.60
			VAT @ 14%	3290.36
			Grand total	26792.96

Rounded off to Rs 26792.00

**( Rs. Twenty Six thousand Seven Hundred and Ninety Two only)**

**TERMS & CONDITIONS**

01	Price	Firm and FOR destination basis. ( Packing, Forwarding, Frt & Insurance – Inclusive)
02	Excise Duty	Inclusive.The firm shall furnish Central Excise Invoice related to payment of Excise duty at applicable rate with each supplies for availing CENVAT credit.
03	VAT	Extra @ 14% as indicated above against VAT Invoice.
04	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.

05	Delivery	Within Three months from the date of issue of purchase order.
06	Fitment Guarantee	The firm should give a guarantee of fitment of the item in Ex 350 Shovel without any alteration i.e. addition or deletion . The items must be as per design of OEM.
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	i) You shall be fully responsible for the manufacturer's warranty in respect of proper design, quality , workmanship, specifications, correctness of the parts for a period of 12months from the date of fitment on the equipment or 18 months from the date of receipt & acceptance of material at consignee stores, whichever is earlier. ii) Warranty Replacement:- In event of any warranty failure, the firm shall visit site for joint inspection & replace the defective material free of cost within 30 days of receipt of intimation from the user.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
10	Security Deposit	NA
11	After Sales Service	To be provided by the firm to end user.
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, and other relevant document as specified in the order
13	Consignee	Depot officer, Regional Stores, Lodhna Area, BCCL Dhanbad .
14	Paying Authority	Area Manager(Finance), Lodhna Area, BCCL, Dhanbad
15	Inspection	By the representative of Consignee at Consignee's end.
16	Mode of Dispatch	By Road on freight paid basis.
17	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 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

		<p>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>
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	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>

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER CCL RATE CONTRACT NO CM(EXCV-PUR)/RC/TATA HITACHI/EXCV/2011/86/017 DT 30.04.12

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 : 1000/GN/10072 dt 24.04.13 (IR no 613032 dt 29.04.13)

BC & FC provided by Lodhna Area vide HEMM Spares/BC: 10005 FC: 10005 dt 25.04.13 for Rs 28709.76.

Encl : As above.

Yours faithfully,

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

Copy to:-

1. GM (Excv.), Koyla Bhavan
2. Area Manager(Finance), Lodhna Area, BCCL, Dhanbad
3. Depot Officer, Regional Stores, Lodhna Area , BCCL, Dhanbad
4. Tech. Cell. MM Divn. Koyla Bhavan
5. Office Copy/Master Copy