



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/611123/ U C /Ex300&Ex-400/11-12/253

Dated: 28.02.2012

To  
M/s Dozco (India) Pvt. Ltd..  
Urmila Tower,B Block  
2<sup>nd</sup> Floor,Bank More  
Dhanbad-826001  
FAX-0326-2303266

Purchase order  
VENDOR CODE: 1/13/M/X/278  
BY REGISTERED POST

Sub:- Supply of Under Carriage set of Ex-300 LCH and Ex-400 shovel.

Ref –1. Tender no. PUR/611123/ Under carriage set/Ex300&Ex-400 LCH shovel/  
domestic/e-tender/11-12/101 off line opened on 31.10.2012 and on line opened on  
01.11.2011.

2.Your Offer no. DIPL/VSP/2011-12/BCCL/HQ/T/0037 dated 27.10.2011 and  
subsequent letter ref no. 00287 dtd 2.12.2011 and dtd 14.01.2012 with e-price bid

Dear Sir,

With reference to above, we for and on behalf of BCCL, hereby place order for supply of  
Under carriage set suitable for EX-300 and Ex-400 Shovel, as per details given at **Annexure- A**  
and accordance with the terms & conditions detailed here under:

**Scope of Supply**

**i)Under carriage sets for Ex-300 LCH & Ex-400 Shovel.**

Sl #	M.Code	Description	U/M	Qty.	Unit Rate per set (Rs.)	Value(Rs)
1	15589993361	Under Carriage sets for Ex-300 LCH shovel (consisting of 9 items as per (1) of Annexure-A)	Set	04	1338054.00	5352216.00
2	15588993699	Under Carriage set for Ex-400 shovel (consisting of 10 items as per (2) of Annexure-A )	Set	02	1649969.00	3299938.00
Sub total in Rs						8652154.00
Extra VAT @ 14%						1211301.56
Total in Rs						9863455.56

(Grand total Landed value : Rupees Ninety eight lakh sixty three thousand four hundred fifty five and paise fifty six only)

**TERMS & CONDITIONS:**

**1.Price:** Firm and FOR Destination basis.

**2.Packing, Forwarding, Freight and Insurance:** Inclusive

**3. Excise duty and Cess:-**Not Applicable

**4.JVAT:** Will be payable extra as applicable within delivery schedule. Present rate of VAT is 14 % against JVAT404.

**5.Delivery :** Supply to be completed within 03 months from the date of placement of order .The Under carriage consisting of all the items should be supplied in one module (set ) of each one.

**6.Payment:** 100% within 21 days of the receipt and acceptance of goods at consignee's end or from the date of receipt of Bill, whichever is later at consignee end . Payment shall be made through Electronic fund transfer (EFT) which you are requested indicate your EFT A/c no. name of Bank branch, MICR code/IFSC code, RTGS code in your invoice for facilitating payment through EFT.

**7.Warranty:** You shall furnish manufacturer's composite guarantee for the complete module for 2 (two) years from the date of acceptance of items at our store or satisfactory performance of the same in all respect or for a period of 6000 hours of operation from the date of fitment on the equipment whichever is earlier. If any defects are found due to faulty design or bad workmanship, the defective parts shall have to be replaced by the supplier free of cost to the consignee/user within 30 days of such intimation by the user

**8. Integrity Pact :** You have signed Integrity pact issued with NIT . Mr Ashok Kr Chakraborty (Retired Judge) BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.

**9.Security Deposit:** You are required to submit Security money in the form of Bank Draft/Bank Guarantee of any schedule Bank of 10 % value of the order (value means FOR destination price) within 15 days from the date of receipt of order. Bank draft should be drawn in favour of " Bharat Coking Coal Ltd" payable at Dhanbad . In case you fail to deposit the same, order shall be cancelled and the case shall be processed to order elsewhere and your performance is to be kept recorded for future dealings. The security will be refunded to you within 30 days of satisfactory execution of the contract(Execution of the contract means successfully completion of supply against the order) For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please note that security money may be converted in to performance Bank Guarantee wherever required . Bank Guarantee for Security money should be valid for three months beyond the delivery period ..(Format for BG for SD enclosed)

**10. Price certificate:** you shall certify on the body of the bill /invoices that the prices charged are the lowest and same as applicable to all Govt Deptt./Public sector undertaking CIL and its subsidiaries

**11.Consignee:** .Depot Officer, Central stores Jealgora. .

**12.Paying Authority :** GM(F), (Pur-Fin) Koyla Bhawan, Dhanbad

**13.Inspection:** Inspection shall be carried out at consignee end after receipt of materials.

**14.Inspections and Tests:** 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.

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 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.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

**15. 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 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:

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.

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.

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.

**16. Mode of dispatch:** By Road on freight paid basis . Safe delivery of the material is the responsibility of supplier.

**17. Penalty for failure to supply in time/Price fall clause:** As per Annexure-I (Enclosed)

**18. Brand Name:** ITM

**19. Country of origin:** Italy

**20. Import Documents :** The following import documents are required to be submitted with each supply :

Self attested copy of Bill of Entry

Self attested copy of Bill of Lading

Self attested copy of Packing list of Principals

Self attested copy of Certificate of Origin

The original copy of the above should be submitted which shall be returned after verification and endorsement

**21 . Logo embossing :** The make /symbol /identification mark of manufacturer and part no. should be clearly embossed/engraved/punched/or otherwise legibly indicated wherever possible on each and every items at a visible place which is not subject to normal wear & tear.

**22. Performance Bank Guarantee :** A performance Bank guarantee (PBG ) on scheduled /nationalised Bank in India on non judicial paper valid for months beyond the warrantee period for 10% of the value of the order as a coverage towards performance against the contract must be submitted to MM division Koyla Bhawan on or before commencement of supply. The PBG is valid for three months beyond the expiry of Guarantee warrantee period. .No payment will be made without submission of the PBG. The order value means FOR Destination prices including taxes , duties, transportation, insurance or other charges if any) (Format enclosed)

**23.** Auditor's certificate for payment of custom duty as per prevailing custom rates and refund if any shall be passed on BCCL, shall be submitted along with bills/supplies.

**24.** Pre-receipted stamped original bill for 100% value in quadruplicate along with L/R packing list, delivery challan in original & all other documents, if specified in this order viz. Guaranty/Warranty Certificate, Fitment Guarantee etc should be submitted to the Paying Authority through the consignee.

**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.

This purchase order/ contract is issued with the approval of competent authority.

This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from failing which it will be presumed that the order has been accepted by you.

**Indent Nos. & date:**

- i) Indent /Ex-300 LCH & E-400 shovel/11-12/28 dtd 16.04.2011 (IR No611123 (11-12) dtd 31.08.2011
- ii) **Budget certification No. & date:** BCCL/HQ/Pur..Fin./Store Budget/Rev Budget/
- iii) 11-12/HEMM Spares/HQ Excv/136 dt 20.06.2011 for Rs.**9067030.75** and BCCL/HQ/Pur..Fin./Store Budget/Rev Budget/ 11-12/HEMM Spares/HQ Excv/164 dtd 9.07.2011 for Rs 959012.87 only and FC no. 289 dtd 24.02.2012 for Rs 9863455.56

Encl:

Annexure-A-For technical specification& items list with quantity in a set

Annexure-I -For LD/ Price fall clause

Format of BG for Security Deposit and PBG

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

( A K Sinha)  
SM (MM)

(A K Choudhary)  
Chief Manager (MM)

Copy to:-

1. GM (Excv.), Koyla Bhavan
2. GM (F)MM (Pur), BCCL, Koyla Bhavan
3. Depot Officer, Jealgora Central Store, Jealgora, BCCL, Dhanbad
4. Tech. Cell. MM Divn. Koyla Bhavan
5. Office Copy/Master Copy
6. IM- Mr Ashok Kr Chakraborty (Retired Judge) BB-69 Sector I, Salt Lake, Kolkata-700064
7. CGM, Special Cell ,CMPDI, Kanke Road, Ranchi.

## Technical Specification etc

### Annexure-A

#### 1) For Under Carriage set of Ex300 LCH Excavator

The item, Under carriage parts for Ex-300 LCH shovel should be suitable for TELCON EX-300 L CH Excavator for Machine SI no. 3001-0718 to 3001-0753.

Each module shall consist of the following (9 items) parts and quantities as mentioned against each item :-

Sl#	Description	Part no.	Qty.per set (module) (in Nos.)
01	Sprocket	1010467	2
02	Bolt	L932060	32
03	Spring washer	A590920	32
04	Idler Assly	9070826	2
05	Yoke	1010587	2
06	Bolt	M341022	8
07	Upper Roller	TD01095	4
08	Lower Roller	TD00611	18
09	Track Group	TD03829	2

#### **Technical Terms of Supply :-**

##### **a) Module Supply**

Items will be supplied in modules, each module consisting of the above 9 (nine) items with the quantities as mentioned above.

##### **b) Fitment Guarantee**

You will submit Fitment Guarantee Certificate that supplied parts should be fitted in the above models of excavator without any alteration, i.e. addition or deletion. The design of the items should be exactly as per that of the OEM.

#### 2) For Under carriage of Ex-400 LCH Excavator.

The item, Under carriage parts should be suitable for TELCON EX-400 Excavator for Machine SI no. 4001-0143 to 4001-0148. Each module(set) shall consist of the following (10 items) parts and quantities as mentioned against each one:-

sl	Description	Part no.	Qty per set(module) (in Nos.)
1	Idler Assly	9074011	2
2	Track Group Assly	TD01042	2
3	Upper Roller	TD01109	4
4	Lower Roller	TD01068	18
5	Sprocket	1010956	2

6	Spring washer	A590922	48
7	Bolt	J932270	48
8	Yoke	2023868	2
9	Bolt	J912060	8
10	Washer	A590920	16

**Technical Terms of Supply :-**

**a) Module Supply**

Items will be supplied in modules, each module consisting of the above 10 (Ten) items with the quantities as mentioned above.

**b) Fitment Guarantee**

You will submit Fitment Guarantee Certificate that supplied parts should be fitted in the above models of dozer without any alteration, i.e. addition or deletion. The design of the items should be exactly as per that of the OEM.

SM (MM)

CM (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 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 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.

### **PRICE FALL CLAUSE.**

i) The prices charged for the stores supplied under the contract by the supplier shall in no even t 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**

(on a non judicial stamp paper of value Rs 250/-)

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 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 ..... 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.

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

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

(on a non judicial stamp paper of value Rs 250/)

**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,----- 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 relieved 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