



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

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

Ref. No. Pur/200318/Back hoe bucket/PC-1250-7 shovel/11-12/257

dtd 29.02.2012

To,

By Registered Post/By speed post
 Purchase order

M/s. Larsen & Toubro Limited
 P.O. Dhansar
 Dhanbad-828106

Vender Code: 1/03/M/T/031

Sub: Supply of Backhoe bucket for Komatsu PC-1250-7 (5.2 cubic mtr Hyd Excavator_.

Ref: i) Our Tender No. Pur/200318/Back hoe bucket/PC-1250-7 shovel/09-10/ 90 opened on
 23.02.2011

ii) Your offer No. MEB/BCCL/Bucket/10-11/03 dtd 22.02.2011 and subsequent letter dtd
 24.03.2011 dtd 13.05.2011 dtd 23.05.2011 dtd 30.05.2011 dtd 26.12.2011 dtd 3.01.2012 and
 dtd 3.02.2012 and authorisation letter of M/s Komatsu ref no. KAP/BCCL/Bucket PC1250/01
 dtd 22.02.2011

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of
 Backhoe bucket for Komatsu PC-1250-7 (5.2 cubic mtr Hyd Excavator_ at the following price, terms
 & conditions and the technical specification .

Sr. No.	Material Code.	Item Description/ Part No.	Alt. part no.	Qty. (No.)	Unit rate(₹)	Extended Value(₹)
01	15592990246	5.2 Cubic mtr Back hoe Bucket 21N-939-3351/ 42F0520CSBBK520/ 450VTGSSHD	4RF0520CSB- BK520/450VT G SS HD 5.2 cu mtr Back hoe Bucket	01.	3924000.00	3924000.00
				Sub TOTAL:		3924000.00
				Extra JVAT @ 14%:		549360.00
				Landed value in `		4473360.00

(₹ Forty four Lakh seventy three thousand three hundred sixty only)

Other technical specification

The Excavator shall be supplied with hard faced heavy duty rock bucket of 5.2 cubic mtr (SAE)

Backhoe Bucket capacity rated according to ISO 7451 respectively.

The specific weight of the steel used in construction of bucket shall be not less than 7800 KG/Cu mtr

The tooth point supplied with the bucket shall also be hard faced and should have proper durable easily removable and shock absorbing type attachment with the bucket.

TERMS & CONDITIONS

01	Price	Firm & FOR destination
02	ED,Ed Cess	Not applicable
03	Packing & forwarding Frt & Ins.	Inclusive
04	Sales Tax	Extra as applicable at the time of despatch . Present rate is JVAT @ 14 % .
05	Payment	100 % payment within 30 days after receipt & acceptance of materials or submission of Bills whichever is later at consignee's end.
06	Delivery	Within 4-6 months from the date of receipt of order. Early delivery shall be accepted
07	Warranty/ Guarantee	The firm should give a warranty of 06(six) months from the date of supply .
08	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.447336.00 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 . No claim shall be entertained against BCCL in respect of any interest etc against the security deposit.
09	Consignee	The Depot Officer, Central Stores Jealgora , BCCL , Dhanbad.
10	Paying Authority	GM(F), Purchase Finance Deptt. , Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
11	Inspection	Shall be carried out at Consignee's end by their inspecting authority .
12	Mode of Despatch	By Road on freight paid basis.
13	Manufacturing certificate	As the order is to be placed on the basis of consideration that you are an authorized distributor of Komatsu Asia & pacific Pte Ltd of the indented material , So a certificate on the body of the bill is required as "Certified that the item supplied and included in this bill / invoice are Komatsu make and have been manufactured in your principal's works situated at ----- ------(address of the factory) with test certificate of manufacturer.
14	Price fall/ LD clause	Applicable as per Annexure-I(enclosed)
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

		<p>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>
16	Identification mark	Item supplied shall be embossed with their logo and serial no. at non wearing surface..
17	Fitment guarantee	The firm must give fitment guarantee regarding fitment of Back hoe Bucket in the Komatsu PC 1250-7, 5.2 cubic mtr Hyd. Excavator without any alteration (addition/ deletion) .The design of the item must be as per design of OEM.
18	Jurisdiction	Legal jurisdiction Dhanbad Court and Jharkhand High Court
19	Import documents	To be submitted by the firm the following import documents :- Bill of lading, Packing list, certificate of origin in relation to the ordered item to the consignee and paying authority.
20	Inspection and test clause	<p>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.</p> <p>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.</p> <p>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.</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>
21	Certificate from their auditor certifying that they have paid custom duty as per prevailing custom rate and refund if any shall be passed on to the BCCL should be submitted along with supplies/bills	
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 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) RS/01/LP/08-09/1287 dtd 14.01.2009 (IR No 0318 (09-10) dtd 14.01.2010
- ii) **Budget certification No. & date:** BCCL/HQ/Pur..Fin./Store Budget/Adv Budget/12-13/HEMM Spares/HQ Excv/01 dt 6.02.2012 for Rs.**44,73,360.00** and FC no.2 dtd 29.02.2012

Encl:

Annexure-I -For LD/ Price fall clause
Format of BG for Security Deposit

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. CGM, Special Cell ,CMPDI, Kanke Road, Ranchi.

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 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 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.

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