



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)

S.O.No: BCCL/ Pur/613014/Spares/Engine /13-14/ 29

dtd 09.05.2013

M/s. BEML Limited
"Kamal Kunj"
Kolakusma
P.O. Saraidhella
Dhanbad 828 127

**PURCHASE ORDER
BY REGD.POST**

Vendor Code:1/3/M/P/015
Type of Vendor: PSU

Sub: Supply of Spares for S6D170 Engine for the year 2013-14
Ref: 1) NCL rate contract no 63117985 /110A1026/Part-III, dtd. 29.05.2011
ii) Your Acceptance letter no BEML/MFP/ 414(A)/2012-13/2014 dated 07.03.2013

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Spares for S6D170 Engine at the following item description, part no, rate ,value and terms & conditions as per NCL Rate contract as referred above :-

Sl. No.	Material code	BEML Part No	KOMATSU Part No.	Description	UM	QTY.	Rate per Unit (Rs.)	Ext ended Value(Rs.)
1	12038070256	51Z2140238	6162-23-2210	LINER CYL	NO	166	9600.00	1593600.00
2	1203813026	51Z3110042	6162-33-2410	PIN PISTON	NO	60	2100.00	126000.00
3	12038130038	51Z3190225	6162-33-2420	SNAP RING PISTON	NO	360	141.00	50760.00
4	12038130014	51Z3180157	6162-33-2120	PISTON ASSY	NO	167	14400.00	2404800.00
5	12038120013	51Z3100014	6162-33-1201/1100	CRANKSHAFT ASSY	NO	6	351000.00	2106000.00
6	12038120163	51Z3100428	6162-29-8010	MAIN METAL(10U/S)	PAIR	50	2599.00	129950.00
7	12038130176	51Z3100525	6162-39-3040	C.P.METAL(10U /S)	PAIR	54	2127.00	114858.00
8	120381301132	51Z3110059	6162-33-3310	BOLT CON ROD	NO	260	324.00	84240.00
9	11202976638	51Z6100993	6162-63-1012	WATER PUMP	NO	40	30000.00	1200000.00
10	12038130041	51Z3100509	6162-33-2060	PISTON RING	NO	170	6105.00	1037850.00
11	12038010197	51Z1180364	6164-41-4210	VALVE EXHT	NO	384	804.00	308736.00
12	12038610185	51Z1180283	6162-43-4110	VALVE INTAKE	NO	384	1650.00	633600.00

13	12038010217	51Z1110144	6162-43-4420	SPRING VAL(INN)	NO	732	71.00	51972.00
14	12038010205	51Z1110111	6162-42-4410	SPRING VAL(OUT)	NO	768	204.00	156672.00
15	12038010229	51Z1110169	6162-43-4510	SEAT SPRING(TOP)	NO	120	156.00	18720.00
16	12038010244	51Z1110152	6162-43-4430	SEAT SPRING(BOT)	NO	120	108.00	12960.00
17	12038320056	51Z1170393	6162-13-1810	GASKET CYL HEAD	NO	12	1883.00	22596.00
18	12038020245	51Z4160313	6162-13-7810	GASKET ROCKER	NO	12	411.00	4932.00
19	12038150719	31Z5180443	600-211-1230	CARTRIDGE OIL	NO	60	650.00	39000.00
20	12038060014	51Z6110112	6162-13-6270	COUPLING W/MFD(4)	NO	150	780.00	117000.00
21	12038270358	51Z6130299	6162-63-6680	BY-PASS PIPE(W)	NO	50	840.00	42000.00
22	12038010232	51Z1110128	6162-42-4520	COLLET VALVE	NO	1400	54.00	75600.00
23	11202992351	N.A	6162-23-3510	SEAL FRONT C/S	NO	7	1856.00	12992.00
24	12038320071	51Z1180275	6162-13-8180	HOLDER NOZZLE RUBBER(SMALL HOLE)	NO	60	384.00	23040.00
25	12038990294	51Z8140176	NA	BRAKET EXHAUST TURBO MTG	NO	15	1284.00	19260.00
26	12038070291	51Z2130153	6162-23-1810	PC NOZZLE	NO	10	348.00	3480.00
27	12038070311	51Z2130161	6162-23-1850	PC NOZZLE	NO	50	600.00	30000.00
28	12038040013	51Z1340217	6162-13-5140	EXHT.FRNT.	NO	5	5040.00	25200.00
29	12038320068	51Z1170385	6162-13-8810	GSKT.TAPPET	NO	12	459.00	5508.00
30	12038990085	51Z4160443	NA	Packing	NO	192	180.00	34560.00
31	12038990314	NA	6162-43-5640	SCREW ADJUSTING	NO	60	360.00	21600.00
32	12038020087	51Z4110093	6127-41-5445	SCREW ADJUSTING	NO	60	240.00	14400.00
33	12038990302	51Z1100449	6162-13-1010	CYLINDER HEAD ASSY, WITH VALVE	NO	18	73600.00	1324800.00
34	12038030091		01011-31090	BOLT	NO	30	68.00	2040.00
35	12038020383		01011-31020	BOLT	NO	60	55.00	3300.00
36	12038270314	51Z6140472	6162-63-6510	ELBOW BY PASS TUBE	NO	30	330.00	9900.00
								11861926.00
						J VAT @14%		<u>1660669.64</u>
						Total		13522595.64

Rounded off to Rs. 1,35,22,595.00

(Rupees One Crore Thirty Five Lakhs Twenty Two Thousand Five Hundred and Ninety Five Only)

TERMS & CONDITIONS

01	Price	Firm and FOR destination basis. (Packing, Forwarding, Frt .& Insurance – Inclusive)
02	Excise Duty	Inclusive in the above price. You shall furnish Central Excise Invoice related to payment of Excise duty at applicable rate with each supplies for availing CENVAT credit by BCCL.
03	JVAT	Shall be payable as applicable during the stipulated delivery period. The current rate i.e. @14% . You shall raise Vatable invoice as per J-VAT provision enabling BCCL to avail ITC.
04	Payment	100% payment within 21days of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at Consignee's end.
05	Delivery	Supply to be completed within 6 (Six) months from the date of issue of supply order
06	Fitment Guarantee	You will submit a Certificate of Fitment Guarantee that material will be fitted in the Engine 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	All the items are warranted for a period of 12 months from the date of fitment or 18 months from the date receipt & acceptance of the material , whichever is earlier. If any defect is found due to faulty design, inferior quality or bad workmanship, the defective parts shall have to be replaced free of cost within 30 days of intimation.
09	Price Fall & L.D. Clause	Applicable as per Annexure-I(enclosed)
10	Security Deposit	Not applicable
11	After Sales Service	To be provided by you 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 elsewhere.
13	Consignee	Depot officer , Regional Store, Sinidih Workshop , BCCL , Dhanbad
14	Paying Authority	GM(Fin)- Purchase finance. 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	<p>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</p>

		<p>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>
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	You will certify on your Bills that the prices charged to BCCL are lowest and same as charged to other CIL subsidiaries/Govt. Under Taking/ Deptt and others.
20	Integrity Pact	Applicable as per NCL Rate Contract

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER NCL RATE CONTRACT NO. 63117985/110A1026/Part-III, dtd. 29.05.2011

This contract is concluded with the issuance of this order. You are advised to confirm the receipt of acceptance of the order within 15 days from the date of issue of order failing which this order shall be deemed to have been accepted for execution.

Encl : As above.

Yours faithfully,

(C. R. Samantray)
Chief Manager (MM)

Indent no BCCL/Excv/SWS/Indent/ MB/29dt 20.02.13 (IR no. 613014(13-14) dtd 12.04.2013
BC & FC: BCCL/HQ/PUR-FIN./Advance/2013-14/HEMM Spares/02 dtd. 05.04.13 for
Rs.1,77,71,523.00 ; BCCL/HQ/Pur-Fin/Adhoc Budget /SWS HEMM Spares/2013-14/08 dt 30.04.13
for Rs 12,422.00 & FC no /SWS HEMM Spares(HQ)/ 01 dtd. 30.04.13 for Rs 1,77,83,946.00

Copy to:

1. GM (Excv.), Koyla Bhawan, BCCL Dhanbad
2. GM(F)MM, Koyla Bhawan, BCCL Dhanbad
3. GM(Excv) , Sinidih Workshop, BCCL, Dhanbad
4. Depot Officer, Regional Stores , Sinidih Workshop, BCCL, Dhanbad
5. Tech. Cell. MM Divn. Koyla Bhawan
6. Office Copy/Master Copy

Chief Manager (MM)

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 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 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.