



**BHARAT COKING COAL LIMITED**  
 ( A Subsidiary of Coal India Limited )  
 Office of the Chief General Manager(MM)  
 Commercial Block L-III , Koyla Bhawan  
 Koyla Nagar Dhanbad : 826 005

Phone: (0326)2230181  
 Fax: (0326)2230183  
Under Jurisdiction of  
Dhanbad Court and  
Jharkhand High court only

Ref. No.Pur/611180/spare for S6D170 Engine/SWS/RC/11-12/177

dtd 10.11.2011

**PURCHASE ORDER**  
**BY REGD.POST**

To  
 M/s. Cuprum Bagrodia Ltd  
 23-C Ashutosh Chaudhary Avenue  
 KCI Plaza(3rd Floor)  
 Kolkata-700019  
 Fax-03324543528

Vendor Code: 1/03/M/G/123

Sub: Supply of Spares for S6D170 Engines against NCL RC No.63117986/110A1026/Part-III  
 dtd 29.05.2011 with M/s. Cuprum Bagrodia Ltd .  
 your Ref: CBLS:2070:0608 dtd 6.07.2011

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of spares for S6D170 Engines as detailed hereunder:

**Scope of Supply :**

Item, Description, part no. and price as per Annexure-A (enclosed) (total no. of items -5)  
 Item list as per indent no.14 dtd 29.07.11(p-26/c) ,total 5 items, Total landed value –  
 Rs. 1845692.04 (Round off . Rs 18,45,692.00)  
 (Rs Eighteen Lakh forty five thousand six hundred ninety two only)

**Terms and conditions as per RC:**

1. **Price** : Firm and FOR Destination till completion of supply
2. **Packing &Forwarding Freight &Insurance** –To be borne by supplier.
3. **Excise duty & cess on ED** : Not applicable.
4. **Octroi/ Entry Tax**: If applicable borne by BCCL
5. **Sales Tax** :CST extra as applicable .Present rate is @2% against form "C".
6. **Paying Authority** : GM (F) Purchase Finance, Koyla Bhawan Dhanbad
7. **Consignee** : Sinidih Excv workshop , Sinidih, BCCL Dhanbad.
8. **Make**: Komatsu(Imported)
9. **Warrantee/Guarantee** : The Supplier shall give a warranty for the satisfactory performance of the supplied material for a period of 12 months from date of commissioning or 18 months from date of receipt and acceptance at consignee end whichever is earlier. the supplier shall be responsible for any defect that may under the condition provided for by the contract and under proper use arise due to faulty materials design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective parts such replacement or renewal shall be made by the supplier 100% free of cost

without any extra cost to BCCL. New goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim for indigenous goods and within 3 months from the date of claim for imported goods free of cost up to ultimate consignee end all cases of warranty replacement will be decided on the basis of joint inspection of the failed goods held between the users representative and the manufacturer's representative. The supplier is also requested to certify that their products are exact replacement of/fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for and conform to performance guarantee as per OEM standards.

Supplier has to render technical support & services to ensure fitment proper usage maintenance and satisfactory performance of supplied spares further supplier has to ensure quarterly visit of their service personnel for smooth functioning of the supplied items.

10. **Delivery** : Within 6 months from the date of supply order.
11. **Inspection** : Pre dispatch inspection is waived. A certificate to be submitted by the supplier that "Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order."  
Final inspection shall be carried out at the consignee's end.
12. **Payment terms** : 100 % payment will be made within 21 days of receipt and acceptance of materials or submission of bills whichever is later at consignee's end
13. **Mode of transport** : By road on freight paid basis.
14. **Security deposit** : Exempted
15. **Auditors certificate of custom duty** – waived.
16. **Manufacturing test certificate** : You will furnish a general certificate as manufacturer test certificate along with supplies (all the spare parts are strictly as per komatsu design and undergo strict quality inspection before dispatch. since several thousands of items are manufactured daily it is not feasible to issue manufacturing test certificate for each and every item/ spare part this certificate shall therefore be deemed as manufacturing test certificate for the supply received by BCCL all the parts are covered under standard warranty for quality and workmanship.)
17. **Lowest Price Certificate**: the price charged by you against this contract is the lowest and is the same as applicable to other government departments / undertakings/ other organizations. you shall also certify that the price charged is not higher than the rates quoted/price charged by you for same/similar items to other customers worldwide.
18. **Quality Certificate**: You shall submit a materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order.
19. **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.  
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 GM (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 stipulation will not however apply to exports by the contract holder.
20. **Import Documents**: The following import documents are required to be submitted along with supply:
  - (I) Invoice or packing list (Authenticated photocopy)
  - (II) Bill of Entry (Authenticated photocopy)

**(III) Bill of Lading (Authenticated photocopy)**

Copies of the above document must be in the name of the importer. The importer will also submit the originals of the above said documents (except bill of lading) which will be returned after verification with the authenticated photocopies submitted along with the supplies and after suitable endorsement on the originals by the consignee and the paying authority.

**21. Submission of Bills:**

**(A).** Following documents may be submitted to the Consignee:

- i)** Consignment note
- ii)** Challan
- iii)** One copy of the bill
- iv)** Warranty/ Guarantee certificate/ Inspection report wherever required
- v)** Any other document specified in the order

**(B).** Following documents should be submitted to the Paying Authority

- i)** 100% bill in triplicate duly pre receipted and stamped
- ii)** Excise Duty documentary evidence, wherever mentioned
- iii)** Copy of the Consignment Note/Warranty/Guarantee Certificate/Copy of the inspection note wherever required.
- iv)** Any other document specified in the order

**22. Packing:** Stores should be properly packed and the supplier will be fully responsible for the stores not being sufficiently and properly packed for transport by Road, so as to ensure their being free from loss or damage on arrival at their destination.

**23. Risk Purchase clause:** In the event of the failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, BCCL has the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary company and also in any other Subsidiary companies/Coal India Limited.

**24. 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. Power failure will not be considered as a force majeure conditions

a) The supplier will advise 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.

**25. Jurisdiction of court:** All disputes are subject to jurisdiction of Dhanbad court and Jharkhand High Court only

**26. L D Clause:** 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 is 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%.
- 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 forfeit the security deposit full or in part.
- f) 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 on any such purchase.

Other terms and conditions shall be applicable as per NCL Rate Contract no. 63117986/110A1026/part-III dtd 29.05.2011

**Indent No.** BCCL/Exc/SWS/11-12/Indent/MB/14 dtd 29.07.2011 (IR no. 611180(11-12) dtd 4.11.2011

**Budget certification No. & date:** BCCL/HQ/Pur. Fin./ Store Budget/Rev budget/SWS/HEMM Spares/11-12/ /29 dt 19.08.2011 for Rs.1845692.04 only and FC no. 199 dtd 7.11.2011

Encl: List of Items as Annexure-A

Yours faithfully,

(A K Sinha)  
Sr Manager (MM)

(A K Chaudhary)  
Chief Manager (MM)

Copy to:-

GM (Excv.), Koyla Bhavan  
GM , Sinidih Excv workshop, BCCL, Dhanbad  
Depot Officer, Sinidih Excv Workshop store, BCCL, Dhanbad  
GM (F), Purchase Finance Deptt., Koyla Bhavan  
Tech. Cell. MM Divn. Koyla Bhavan  
Office Copy/Master Copy

Annexure-A

PUR/611180/Spares for S6 D170 Engine/ SWS/RC/11-12/ dtd 10.11.2011

Sl no.	Description	MAT code	UM	Part no.	Komatsu Part no.	Qty	Rate in Rs.	Extended Value
1	Main Meta(STD)	12038120104	Set	51Z3100396	8000/8010	6	30969.00	185814.00
2	C.P Metal (STD)	12038130152	Pair	51Z3100517	6162-33-3040	36	1987.00	71532.00
3	Gasket Kit (Body)	12038320285	No.	51Z9900071	6162-K1-9900	10	52534.00	525340.00
4	Gasket Kit(Head)	12038320024	No.	51Z9900063	6162-K2-4300	14	40833.00	571662.00
5	Con Rod	12038130085	No.	51Z3100022	NA	6	75859.00	455154.00
								1809502.00
								<u>CST@2%</u>
								36190.04
								Total
								Landed value in Rs.
								1845692.04
								Rs.
								Round off
								18,45,692.00

Rs. Eighteen Lakh fortyfive thousand six hundred ninety two only

SM (MM)

CM(MM)BCCL