



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/11-12/178 dtd 10.11.2011

PURCHASE ORDER
BY REGD.POST

To
M/s. BEML Ltd,
"Kamal Kunj" Kolakusuma,
PO Saraidhela, Dhanbad 828127

Vendor Code: 1/3/M/P/015

Sub: Supply of Spares for S6D170 Engines against NCL RC No.63117985/110A1026/Part-III
dtd 29.05.2011 with M/s. BEML Ltd .
your Ref: BEML/MFP/310(A)/629 dtd 20.07.2011

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 -27)

Total landed value – Rs. 48,09,832.14 (Round off- Rs 48,09,832.00)
(Rs Forty Eight Lakh Nine thousand Eight hundred and thirty two only)

Terms and Conditions:

1. **Price** : Firm and FOR Destination and Firm till completion of supply
2. **Packing &Forwarding Freight &Insurance** –To be borne by you.
3. **Excise duty & cess on ED**: Inclusive, Refund credit, if any, obtained shall be passed on to BCCL which shall be certified by your auditor and to be submitted along with the bill
4. **Sales Tax** :JVAT extra as applicable within scheduled delivery period present rate is @14%
5. **Paying Authority** : GM (F) Purchase Finance, Koyla Bhawan Dhanbad
6. **Consignee** : Sinidih Excv workshop , Sinidih, BCCL Dhanbad.
7. **Warranty/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.

8. **Delivery :** Within 6 months from the date of supply order.
9. **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.
10. **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 with the documents stipulated in the order. The payment shall be made by Electronic Fund Transfer(EFT) or e-payment. You are requested to indicate EFT no. and other relevant details in your bills.
11. **Mode of transport :** By road on freight paid basis.
12. **Security deposit :** Exempted
13. **Inspection :** A certificate to be submitted by supplier that materials under supply shall be of the best quality and workmanship and shall be accordance with the specification laid down in the order. **Final inspection will be carried out at the consignee's end.**
14. **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
15. **Manufacturing test certificate :** You will furnish a general certificate as manufacturer test certificate along with supplies(all the spare parts are strictly as per M/s BEML Ltd's 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.)
16. **Special clause:** This prices or the prices as per your PL-23 price list whichever is lower shall be applicable.
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. LD 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 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%.
- 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.

21. 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.

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

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/16 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/ /28 dt 19.08.2011 for Rs.4809832.14 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, Sinidih, 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

Pur/611180/ Spares for S6D170 Engines/SWS/RC/11-12/178
BEML part

dtd 10.11.2011

ANNEXURE-A

Sl no.	Mat code	no.	Komatsu Part no.	Description	UM	qty	Rate in Rs	Value in Rs
1	12038070256	51Z2140238	6162-23-2210	LINER CYL	NO	60	9600.00	576000.00
2	12038130026	51Z3110042	6162-33-2410	PIN PISTON	NO	24	2100.00	50400.00
3	12038130038	51Z3190225	6162-33-2420	SNAP RING PISTON	NO	120	141.00	16920.00
4	11202971773	51Z3180157	6162-33-2120	PISTON ASSY	NO	55	14400.00	792000.00
5	11204994324	51Z3100014	6162-33-1201/1100	CRANKSHAFT ASSY	NO	3	351000.00	1053000.00
6	15557993568	51Z3100428	6162-29-8010	MAIN METAL(10U/S)	PAIR	28	2599.00	72772.00
7	12039991139	51Z3100525	6162-39-3040	C.P.METAL(10U/S)	PAIR	24	2127.00	51048.00
8	12038130132	51Z3110059	6162-33-3310	BOLT CON ROD	NO	36	324.00	11664.00
9	11202990969	51Z6100993	6162-63-1012	WATER PUMP	NO	18	30000.00	540000.00
10	11202989653	51Z3100509	6162-33-2060	PISTON RING	NO	59	6105.00	360195.00
11	15557993492	51Z1180364	6164-41-4210	VALVE EXHT	NO	120	804.00	96480.00
12	11204994265	51Z1180283	6162-43-4110	VALVE INTAKE	NO	120	1650.00	198000.00
13	11204994277	51Z1110144	6162-42-4420	SPRING VAL(INN)	NO	164	71.00	11644.00
14	15557993524	51Z1110111	6162-42-4410	SPRING VAL(OUT)	NO	92	204.00	18768.00
15	12038010229	51Z1110169	6162-43-4510	SEAT SPRING(TOP)	NO	88	156.00	13728.00
16	11623011988	51Z1110152	6162-43-4430	SEAT SPRING(BOT)	NO	112	108.00	12096.00
17	15557993591	31Z5180443	600-211-1230	CARTRIDGE OIL	NO	18	650.00	11700.00
18	11204994344	51Z6110112	6162-13-6270	COUPLING W/MFD(4)	NO	40	780.00	31200.00
19	11204994368	51Z1110128	6162-42-4520	COLLET VALVE	NO	480	54.00	25920.00
20	11202991221	51Z3280419	6162-23-4230	SEAL REAR C/S	NO	2	8410.00	16820.00
21	11202992351	N.A	6162-23-3510	SEAL FRONT C/S	NO	3	1856.00	5568.00
22	12038160028	N.A	07206-10812	BOLT JOINT(BENZO)	NO	10	29.00	290.00
23	11202020792	N.A	07217-51013	NIPPLE(BOLT)	NO	10	89.00	890.00
24	11623030626	N.A	07214-50813	NIPPLE(BOLT)	NO	6	48.00	288.00
25	11202995438	51Z5100901	6162-53-1010	OIL PUMP ASSY	NO	4	60000.00	240000.00
26	11202976511	NA	6162-73-5810	TUBE FIP TO BLOCK	NO	10	552.00	5520.00
27	11202976523	NA	6162-73-5820	TUBE FIP TO BLOCK	NO	10	624.00	6240.00

Sub

total

4219151.00

JVAT @ 14%

590681.14

Total landed value in Rs.

4809832.14

SM (MM)Pur

CM (MM)Pur