



Bharat Coking Coal Ltd
(A Subsidiary of Coal India Limited)
Office of Chief General Manager (MM)
Koyla Bhawan: Koyla Nagar: Dhanbad (JHARKHAND)-826005
Telephone no .0326-2230181/2230390: FAX (0326) 2230183

Ref No: PUR/611099/ U C set/ D155Dozer/e-tender/11-12 /237

Dated: 09.02.2012

PURCHASE ORDER
BY REGD.POST

To
M/s Wilson Engineering Industries Pvt Ltd
" Anuj Chambers" Block -7B,7th floor
24,Part Street,
Kolkata-700016

Fax no. 033-22264025

Sub:- Supply of Under Carriage sets of D-155 Dozers.

Ref –1. Tender # PUR/611099/ Under carriage set/ D155 Dozers/Global/11-12/83, off line opened on 18.10.2011 and on line opened on 19.10.2011 .

2.Your Offer # WEI/Q-07/2011-2012 dtd 15.10.2011 and subsequent letter dtd 02.12.2011

Dear Sirs,

In reference to the above, we for and on behalf of BCCL hereby place order on you for the supply of Under Carriage sets for D-155 Dozers as detailed below :

Scope of Supply

Sl #	Mat code	Description	Qty (sets)	Rate in Rs	Value in Rs
1.	11202174452	Under carriage sets for D-155/BD 155 Dozers in module (consisting of 9 items as per Annexure-I) Make-Wilson	15	1098000.00	16470000.00
		Extra E.D. and cess @ 10.30%			1696410.00
		Total			18166410.00
		Extra CST @ 2%			363328.20
		Total Landed value in Rs.			1,85,29,738.20

(Rupees One Crore Eighty five lakh twenty nine thousand seven hundred thirty eight and paise twenty only)

TERMS & CONDITIONS:

1.Price: FIRM and FOR destination inclusive of packing & forwarding charges freight and insurance.

2. Excise Duty and Cess on ED: ED shall be paid at actual at the rate ruling on the date of supply within the schedule delivery period against documentary evidence. Present rate of ED is 10.30% including Educ.cess.

The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT Credit

3.Central Sales Tax: Extra as legally leviable against concessionary Sales Tax Declaration form. Present rate is 2 %.

4.Payment Terms: 100% payment shall be made within 21 days, of receipt and acceptance of materials by the consignee or from the date of receipt of bills, whichever is later by the consignee. However no payment shall be made without receipt and acceptance of required Performance Bank Guarantee(PBG)by the paying Authority.

Payment would be made through e-payment the details of which is as under:

01.Name of the payee	Wilson Engineering Industries Pvt Ltd
02. Address	Anuj Chambers, Block 7B,7th floor,24 Park Street,Kolkata.700016
03.Bank A/c no. of Payee	CC20090986303
04.Name of the Bank	Allahabad Bank
05. Name of the Branch & Branch code	Park street Branch, RTGS code ALLA0210278
06.Pan card no.	AAACW2689J

5.Delivery: Supply to commence within 3 months and should be completed within 6-7 months from date of receipt of order .The items should be supplied in module (set).Delivery schedule shall be reckoned from 10 th day from the date of order and the date of receipt of material in set at our store shall be treated as the date of delivery.

6.Paying Authority: GM (F)MM, Purchase Finance Department, L- IV Commercial Block , Koyla Bhawan , BCCL, Koyla Nagar, Dhanbad, Jharkahnd. PIN : 826 005.

7.Consignee: The Depot Officer, Central Stores, P.O. Jealgora, BCCL, Dhanbad, Jharkhand. PIN: 828 110. with other details of NIT for getting CENVAT credit to BCCL.

8.Security Money: Exempted being registered with DGS&D.

9.Warranty/Guarantee: The firm shall furnish manufacturers composite guarantee for the complete module for 2 years of satisfactory performance of the same in all respect or for a period of 4500 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 or poor material quality ,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. of intimation by the end user.

10.Performance Bank Guarantee:- You will have to furnish a Performance Bank Guarantee on any Schedule Bank/Nationalise Bank in India valid for 6 months beyond the expiry of warrantee /guarantee period on or before the commencement of supply of materials for 10% value of the order as a coverage towards the supplier's performance against the contract. No payment will be made without submission of the performance Bank Guarantee. The order value means FOR destination price including taxes duties, transportation and insurance charges and other charges. Performance Bank Guarantee Performa enclosed as Annexure-II. The Performance Bank guarantee should be furnished on non judicial stamp paper worth RS 250/= as per the standard format of BCCL.PBG should be submitted to MM Division ,Koyla Bhawan on or before commencement of supply.

11. Inspection:- Inspection shall be carried out at the consignee end by representative of GM (Excv) after the receipt of materials.

12. Price fall/LD clause : Applicable as per Annexure-III

13. Integrity Pact :

You have signed Integrity pact issued with NIT . Mr D Bandopadhyay, IAS (Retired) GD-89 Sector III, Salt Lake,Kolkata-700016, will be independent external monitor against it.

14.Inspection Test clause-

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. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

iii) If the inspections and tests are 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.

iv) 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.

v) 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.

vi) 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. ED refund/credit certificate: The firm would submit certificate of auditor that refund /credit, if any obtained in respect of Excise duty shall be passed on to the buyer(BCCL).

17. Mode of Transport: By Road on freight paid basis to consignee.

18. Make/Brand: Wilson/WEI

19. Submission of Bills:

a) Supplier shall have to submit bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.

b) The consignee shall then send SR notes , challan, Inspection note and five copies of bills (including the original) and any other requisite documents to the paying authority.

c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.

i) General:

Serial No. of Invoice

Description of the goods

Classification of the goods

Time and date of removal

Mode of Transport and vehicle registration

Rate of duty

Quantity and value of goods and Duty payable thereon

ii) Statutory particulars in respect of both the supplier and Consignee.

Supplier(Consignor)	Consignee: Central Stores Jeal gora,Dhanbad
Name &Address	Assessee BCCL- Bharat Coking Coal Ltd ,Lodna Area-X,Khasjeenagora,Dhanbad,Jharkhand-828115
TINno.	TINno.20801800089
JST no.	JST no. JH-14(R)
CST no.	CST no. JH(8)C
Circle/Subcircle-	Circle/Subcircle-Jharia Circle ,Dhanbad
Service tax regd no.	Service tax regd no. AAACB7934MST016
Cen Ex. Duty Regd no.	Cen Ex. Duty Regd no.AAACB7934MEM005
Range code-	Range code-Sindri code -04
Division code-	Division code-Bokaro code-01
Commissionerate -	Commissionerate Ranchi code -87

20.Jurisdiction :Under Jurisdiction of Dhanbad Court and 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.

N.B:- This purchase order/ contract is issued with the approval of the Competent Authority.

This contract is concluded with the issuance of this order. Supply Order is being forwarded to you.

You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.

Indent Nos. & date:

- i) U/CarriageD155/33/2011-12 dtd 18.04.2011 (IR No.611099(11-12) dtd 9.08.2011
- ii) **Budget certification No. & date:** BCCL/HQ/Pur..Fin./Store Budget/Rev Budget/2011-12/HEMM Spares/HQ Excv/163dt 9.07.2011 for Rs.16707600.00and BC no. 409 dtd 6.02.2012 for Rs 1822138.20 only and **FC no.** 276 dtd 6.02.2012 for Rs. 18529738.20

Enclosures :-

Annexure-I- Details of parts and technical terms

Annexure-II- Performance Bank Guarantee

Annexure-III- Penalty for failure to supply in time/Price fall clause

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

(A K Sinha)
Sr. Manager (MM)

(A K Choudhary)
Chief Manager (Pur)

CC:

GM (Excvn.), Koyla Bhawan.

GM (F)MM, Purchase Finance Deptt., Koyla Bhawan.

Depot Officer, Central Stores, Jealgora

Technical Cell/ Master Copy

CGM , Special cell , CMPDIL Ranchi

IM: Mr D Bandopadhyay, IAS (Retired) GD-89 Sector III, Salt Lake,Kolkata-700016,

Annexure-I

The item ,under carriage parts for D155/BD155 Dozers should be suitable for BEML D155-1/ BD 155-1 dozers

Each module shall consist of the following parts and quantities as mentioned against each.

Sl no	Part No	Description	Qty / Module
1	125CTB0033 / 1753201758/WEI-1753201758	Track shoe Assly	1set(2nos)
2	125TF00173 / 1753000487/ WEI-1753000487	Roller Assly, single flange	4 nos
3	125TF00181 / 1753000497/ WEI-1753000497	Roller Assly, double flange	10 nos
4	125TF00198 / 1753000515/ WEI-1753000515	Roller Assly, carrier	4 nos
5	125FD51927 / 1752722325/ WEI-1752722325	Teeth, Sprocket	18 nos
6	BFB2412478 / 1782711150/ WEI-1782711150	Bolt, Sprocket	54 nos
7	BFN2612430 / 0180302430/ WEI-0180302430	Nut, Sprocket	54 nos
8	125TF00213 / 1753000575/ WEI-1753000575	Idler Assly	2 nos
9	CFB0222415 / 0104062480/ WEI-0104062480	Bolt	56 nos

Each set of Track shoe Assly (ie 2 nos.) should be of sealed & lubricated type and should have 82 nos. of grousers having grouser width 560 mm with heavy duty/ extreme service shoe and coupling linking master split type.

Technical Terms of Supply:**Module Supply**

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

Fitment Guarantee

You will submit fitment guarantee certificate that supplied parts should be fitted in the above model of Dozers without any alteration ie addition or deletion. The design of the items should be exacty as per that of the OEM.

Manufacturer Identification mark/Logo Embossing: Items supplied should be engraved/embossed with logo preferably at a non wearing surface for proper identification..

After Sales Service :After sales service will be provided to the end user.

All the constituent items of the under carriage set to be supplied in set and of single make ie WEI(Wilson)

SM (MM)

CM (MM)

Annexure-II**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/accessories 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 of 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

ANNEXURE-III

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.

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.